JOINT SENATE-HOUSE CONTRACT FOR LEGAL SERVICES
CONTRACT NO. SH-02H
AMENDMENT NO. 8

The contract referenced above, entered into on July 31, 2015, between the FLORIDA SENATE and the FLORIDA HOUSE OF REPRESENTATIVES, on the one hand, and GRAYROBINSON, P.A., on the other, and amended on February 23, 2017; May 26, 2017; August 29, 2017; July 18, 2018; August 14, 2018; April 15, 2019; and August 13, 2019 (together, the "Agreement"), is hereby amended as follows:

(A) *Amend Section 3 "Term of Agreement and Termination" as follows*:

In the first sentence of the first paragraph, replace "June 30, 2020" with "June 30, 2021."

In all other respects, the provisions of the Agreement shall remain in full force and effect.

All services provided in a manner consistent with the terms of the Agreement and this Amendment from July 1, 2020, to the date of execution of this Amendment by all parties are hereby accepted and ratified.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the date last written below.

THE FLORIDA SENATE:

Sen. Bill Galvano, President

Date: 9-16-2020

THE FLORIDA HOUSE OF REPRESENTATIVES:

Rep. Jose Oliva, Speaker

Date: 9/15/2020

GRAYROBINSON, P.A.:

Title: Andy Bardos, Shareholder

Date: 9/11/20

Approved as to form & legal sufficiency.

9/16/20

JOINT SENATE-HOUSE CONTRACT FOR LEGAL SERVICES
CONTRACT NO. SH-02H
AMENDMENT NO. 7

The contract referenced above, entered into on July 31, 2015, between the FLORIDA SENATE and the FLORIDA HOUSE OF REPRESENTATIVES, on the one hand, and GRAYROBINSON, P.A., on the other, and amended on February 23, 2017; May 26, 2017; August 29, 2017; July 18, 2018; August 14, 2018; and April 15, 2019 (together, the "Agreement"), is hereby amended as follows:

(A) *Amend Section 3 "Term of Agreement and Termination" as follows*:

In the first sentence of the first paragraph, replace "June 30, 2019" with "June 30, 2020."

In all other respects, the provisions of the Agreement shall remain in full force and effect.

All services provided in a manner consistent with the terms of the Agreement and this Amendment from July 1, 2019, to the date of execution of this Amendment by all parties is hereby accepted and ratified.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the date last written below.

THE FLORIDA SENATE

Lisa R Vickers for
Sen. Bill Galvano, President

Date: 8-6-19

THE FLORIDA HOUSE OF REPRESENTATIVES

Celeste F. Lewis for
Rep. Jose Oliva, Speaker

Date: 8/13/19

GRAYROBINSON, P.A.

_____

Title:

Date:_____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Date 8/6/19

JOINT SENATE-HOUSE CONTRACT FOR LEGAL SERVICES
CONTRACT NO. SH-02H
AMENDMENT NO. 7

The contract referenced above, entered into on July 31, 2015, between the FLORIDA SENATE and the FLORIDA HOUSE OF REPRESENTATIVES, on the one hand, and GRAYROBINSON, P.A., on the other, and amended on February 23, 2017; May 26, 2017; August 29, 2017; July 18, 2018; August 14, 2018; and April 15, 2019 (together, the "Agreement"), is hereby amended as follows:

(A) *Amend Section 3 "Term of Agreement and Termination" as follows*:

In the first sentence of the first paragraph, replace "June 30, 2019" with "June 30, 2020."

In all other respects, the provisions of the Agreement shall remain in full force and effect.

All services provided in a manner consistent with the terms of the Agreement and this Amendment from July 1, 2019, to the date of execution of this Amendment by all parties is hereby accepted and ratified.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the date last written below.

THE FLORIDA SENATE

_____
Sen. Bill Galvano, President

Date:_____

THE FLORIDA HOUSE OF REPRESENTATIVES

_____
Rep. Jose Oliva, Speaker

Date: _____

GRAYROBINSON, P.A.

_____
Title:

Date: 8/7/19

JOINT SENATE-HOUSE CONTRACT FOR LEGAL SERVICES
CONTRACT NO. SH-02H
AMENDMENT NO. 6

The contract referenced above, entered into on July 31, 2015, between the FLORIDA SENATE and the FLORIDA HOUSE OF REPRESENTATIVES (together, the "LEGISLATURE"), on the one hand, and GRAYROBINSON, P.A. (the "FIRM"), on the other, and amended on February 23, 2017, May 26, 2017, August 29, 2017, July 18, 2018 and August 14, 2018 (together, the "Agreement") is hereby amended as follows:

(A) *Amend Section 2 "Consideration" as follows:*

Delete the entire last paragraph.

In all other respects, the provisions of the Agreement shall remain in full force and effect.

All services provided in a manner consistent with the terms of the Agreement and this Amendment from June 1, 2018, to the date of execution of this Amendment by all parties are hereby accepted and ratified.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the date last written below.

THE FLORIDA SENATE

Lisa A Vickers /for/

Sen. Bill Galvano, President

Date: 4-12-19

THE FLORIDA HOUSE OF REPRESENTATIVES

Celeste F. Lewis for

Rep. Jose R. Oliva, Speaker

Date: 3/18/19

GRAYROBINSON, P.A.

Title: Shareholder

Date: 3/26/19

Approved as to form and legal sufficiency:

House General Counsel

Date: 3/19/19

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Date 4/15/19

JOINT SENATE-HOUSE CONTRACT FOR LEGAL SERVICES
CONTRACT NO. SH-02H
AMENDMENT NO. 5

The contract referenced above, entered into on July 31, 2015, between the FLORIDA SENATE and the FLORIDA HOUSE OF REPRESENTATIVES (together, the "LEGISLATURE"), on the one hand, and GRAYROBINSON, P.A. (the "FIRM"), on the other, and amended on February 23, 2017, May 26, 2017, August 29, 2017 and July 18, 2018 (together, the "Agreement") is hereby amended as follows:

(A) *Amend Section 2 "Consideration" as follows:*

Change the first sentence in what is now the last paragraph based on the July 18, 2018, amendment to read as follows:

> "The aggregate amount of fees and costs incurred for all the above services, from August 1, 2017, through June 30, 2019, shall not exceed $600,000."

Change the last sentence in what is now the last paragraph based on the July 18, 2018, amendment to read as follows:

> "The Firm shall notify the Contract Managers, in writing, when incurred fees and costs, in the aggregate, for all the above services from August 1, 2017, through June 30, 2019, reaches $575,000."

In all other respects, the provisions of the Agreement shall remain in full force and effect.

All services provided in a manner consistent with the terms of the Agreement and this Amendment from June 1, 2018, to the date of execution of this Amendment by all parties are hereby accepted and ratified.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the date last written below.

THE FLORIDA SENATE

Reynold P. Meyer for
Sen. Joe Negron, President

Date: 14 Aug 2018

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Kent Robertt
Date 8/14/18
Senate General Counsel

THE FLORIDA HOUSE OF REPRESENTATIVES

Celeste Lewis for
Rep. Richard Corcoran, Speaker

Date: 8/14/18

Approved as to form and legal sufficiency
House General Counsel
Date 8/14/18

GRAYROBINSON, P.A.

Title: Shareholder

Date: 8/14/18

JOINT SENATE-HOUSE CONTRACT FOR LEGAL SERVICES
CONTRACT NO. SH-02H
AMENDMENT NO. 4

The contract referenced above, entered into on July 31, 2015, between the FLORIDA SENATE and the FLORIDA HOUSE OF REPRESENTATIVES (together, the "LEGISLATURE"), on the one hand, and GRAYROBINSON, P.A. (the "FIRM"), on the other, and amended on February 23, 2017, May 26, 2017, and August 29, 2017 (together, the "Agreement") is hereby amended as follows:

(A) *Amend Section 3 "Term of Agreement and Termination" as follows:*

In the first sentence of the first paragraph based on the August 29, 2017, amendment, replace "August 1, 2018" with "June 30, 2019."

(B) *Amend Section 2 "Consideration" as follows:*

Change the first sentence in what is now the last paragraph based on the August 29, 2017, amendment to read as follows:

> "The aggregate amount of fees and costs incurred for all the above services, from August 1, 2017, through June 30, 2019, shall not exceed $500,000."

Change the last sentence in what is now the last paragraph based on the August 29, 2017, amendment to read as follows:

> "The Firm shall notify the Contract Managers, in writing, when incurred fees and costs, in the aggregate, for all the above services from August 1, 2017, through June 30, 2019, reaches $475,000."

(C) *Amend Section 2 "Consideration" as follows:*

To the lists under "Service Provider" and "Hourly Rate," add the following, respectively:

> "Allison Goodman Mawhinney," "$285"
>
> "Ashley H. Lukis," "$250"

From the lists under "Service Provider" and "Hourly Rate," delete the following, respectively:

> "George N. Meros, Jr.," "$300"

In all other respects, the provisions of the Agreement shall remain in full force and effect.

All services provided in a manner consistent with the terms of the Agreement and this Amendment from August 1, 2017, to the date of execution of this Amendment by all parties is hereby accepted and ratified.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the date last written below.

THE FLORIDA SENATE

Sen. Joe Negron, President

Date: 18 July 2018

THE FLORIDA HOUSE OF REPRESENTATIVES

Celeste Lewis for

Rep. Richard Corcoran, Speaker

Date: 7/18/18

GRAYROBINSON, P.A.

Title: Shareholder

Date: 7/20/18

Approved as to form and legal sufficiency.

House General Counsel

Date: 7/18/18

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Senate General Counsel

Date 7/18/18

JOINT SENATE-HOUSE CONTRACT FOR LEGAL SERVICES
CONTRACT NO. SH-02H
AMENDMENT NO. 3

The contract referenced above, entered into on July 31, 2015, between the FLORIDA SENATE and the FLORIDA HOUSE OF REPRESENTATIVES (together, the "LEGISLATURE"), on the one hand, and GRAYROBINSON, P.A. (the "FIRM"), on the other, and amended on February 23, 2017, and May 26, 2017 (together, the "Agreement") is hereby amended as follows:

(A) *Amend Section 2 "Consideration" as follows:*

Remove from the lists under "Service Provider" and "Hourly Rate" the following, respectively:

"George T. Levesque," "$300"

(B) *Amend Section 3 "Term of Agreement and Termination" as follows:*

In the first sentence of the first paragraph, replace "August 1, 2017" with "August 1, 2018."

(C) *Amend Section 2 "Consideration" as follows:*

Change the first sentence in what is now the last paragraph based on the May 26, 2017, amendment to read as follows:

"The aggregate amount of fees and costs incurred for all the above services, from August 1, 2017, through July 31, 2018, shall not exceed $350,000."

Change the last sentence in what is now the last paragraph based on the May 26, 2017, amendment to read as follows:

"The Firm shall notify the Contract Managers, in writing, when incurred fees and costs, in the aggregate, for all the above services from August 1, 2017, through July 31, 2018, reaches $275,000."

In all other respects, the provisions of the Agreement shall remain in full force and effect.

This Amendment is effective *nunc pro tunc* to August 1, 2017, upon execution by all parties. All services provided in a manner consistent with the terms of the Agreement and this Amendment from August 1, 2017, to the date of execution of this Amendment by all parties is hereby accepted and ratified.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the date last written below.

THE FLORIDA SENATE

Sen. Joe Negron, President

Date: 8/28/17

THE FLORIDA HOUSE OF REPRESENTATIVES

Rep. Richard Corcoran, Speaker

Date: 8/29/17

GRAYROBINSON, P.A.

Title: Andy Bardos Shareholder

Date: 8/18/17

JOINT SENATE-HOUSE CONTRACT FOR LEGAL SERVICES
CONTRACT NO. SH-02H
AMENDMENT NO. 2

The contract referenced above, entered into on July 31, 2015, between the FLORIDA SENATE and the FLORIDA HOUSE OF REPRESENTATIVES (together, the "LEGISLATURE"), on the one hand, and GRAYROBINSON, P.A. (the "FIRM"), on the other, and amended on February 23, 2017 (together, the "Agreement"), is hereby further amended as follows:

Amend Section 2 as follows:

Following what is now the last paragraph, add the following new paragraph:

> "The aggregate amount of fees and costs incurred for all the above services, from August 1, 2016, through July 31, 2017, shall not exceed $121,000.00. The Legislature shall not be responsible for payment of any fees and costs incurred above this maximum unless the Firm, prior to those excess fees and costs being incurred, obtains written approval from the Contract Managers for the Senate and the Florida House of Representatives and this contract is amended to increase this maximum. The Firm shall notify the Contract Managers, in writing, when incurred fees and costs, in the aggregate, for all the above services from August 1, 2016, through July 31, 2017, reaches $100,000.00."

In all other respects, the provisions of the Agreement shall remain in full force and effect.

This Amendment is effective *nunc pro tunc* to August 1, 2016, upon execution by all parties. All services provided in a manner consistent with the terms of the Agreement and this Amendment from August 1, 2016, to the date of execution of this Amendment by all parties is hereby accepted and ratified.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the date last written below.

THE FLORIDA SENATE

Sen. Joe Negron, President

Date: 5/26/17

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

GRAYROBINSON, P.A.

Date 5/26/17

Title: Andy Bardos, Shareholder, Gray Robinson, P.A.

Date: 5/26/17

THE FLORIDA HOUSE OF REPRESENTATIVES

Rep. Richard Corcoran, Speaker

Date: 5/22/17

Approved as to form and legal sufficiency

House General Counsel

Date: 5/19/2017

JOINT SENATE-HOUSE CONTRACT FOR LEGAL SERVICES
CONTRACT NO. SH-02H
AMENDMENT NO. 1

The contract referenced above, entered into on July 31, 2015, between the FLORIDA SENATE and the FLORIDA HOUSE OF REPRESENTATIVES (together, the "LEGISLATURE"), on the one hand, and GRAYROBINSON, P.A. (the "FIRM"), on the other (the "Agreement"), is hereby amended as follows:

(A) *Amend Section 1 "Scope of Services" as follows:*

Replace the second paragraph, inclusive of subparagraphs a. through c., as follows:

"The Firm agrees to provide legal and consulting services to the Legislature related to litigation challenging portions of the 2015-16 and 2016-17 General Appropriations Acts (GAAs) vis-à-vis Article X, section 28 of the Florida Constitution (commonly known as "Amendment 1"). In accordance with this Agreement, the Firm agrees to:

a. Provide advice to the Senate President and Speaker of the House of Representatives regarding litigation challenging aspects of the 2015-16 and 2016-17 GAAs related to Amendment 1;

b. Represent the Florida Senate and the Florida House in litigation challenging the 2015-16 and 2016-17 GAAs related to Amendment 1;

c. Perform other related tasks assigned by the President or his designee(s), or the Speaker or his designee(s)."

(B) *Amend Section 2 "Consideration" as follows:*

To the lists under "Service Provider" and "Hourly Rate," add the following, respectively:

- "George T. Levesque," "$300"
- "James Timothy Moore, Jr.," "$250"

(C) *Amend Section 3 "Term of Agreement and Termination" as follows:*

In the first sentence of the first paragraph, replace "August 1, 2016" with "August 1, 2017."

(D) *Amend Section 4 "Contract Managers" as follows:*

Replace the first paragraph with the following:

"The Contract Manager for the Florida Senate is Dawn K. Roberts, General Counsel, 302 The Capitol, 404 South Monroe Street, Tallahassee, Florida 21288, (850) 487-5237, or as designated by the Senate President. The Contract Manager for the Florida House of

Representatives is Adam S. Tanenbaum, General Counsel, 418 The Capitol, 402 South Monroe Street, Tallahassee, Florida 32399, (850) 717-5500, or as designated by the Speaker of the House. The Contract Manager for the Firm is Andy Bardos, 301 South Bronaugh Street, Suite 600, P.O. Box 11189 (32302-3189), Tallahassee, Florida 32301, (850)577-9090."

In all other respects, the provisions of the Agreement shall remain in full force and effect.

This Amendment is effective *nunc pro tunc* to August 1, 2016, upon execution by all parties. All services provided in a manner consistent with the terms of the Agreement and this Amendment from August 1, 2016, to the date of execution of this Amendment by all parties is hereby accepted and ratified.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the date last written below.

THE FLORIDA SENATE

Cheryl Vancura for

Sen. Joe Negron, President

Date: 2/23/17

THE FLORIDA HOUSE OF REPRESENTATIVES

Celeste Lewis for

Rep. Richard Corcoran, Speaker

Date: 2/17/17

GRAYROBINSON, P.A.

Title: Andy Bardos, Shareholder

Date: 12/15/17

Approved as to form and legal sufficiency.

House General Counsel

Date: 2/15/2017

GrayRobinson, P.A.
CONTRACT # HO-___

Agreement for Services

This Agreement for Legal Services ("Agreement") is entered into by the Florida Legislature, consisting of the Florida Senate and the Florida House of Representatives ("Legislature") and law firm of GrayRobinson, P.A. ("Firm"), (collectively referred to as "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 Legislature related to litigation challenging the 2015-16 General Appropriations Act (GAA) under Article X, section 28 of the Florida Constitution (commonly known as "Amendment 1"). In accordance with this Agreement, the Firm agrees to:

a. Provide advice to the Senate President and Speaker of the House of Representatives regarding litigation challenging the 2015-16 GAA related to Amendment 1;
b. Represent the Legislature in litigation challenging the 2015-16 GAA related to Amendment;
c. Perform other tasks assigned by the President or his designee(s), or the Speaker 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), or the Speaker or his designee(s).

The Firm's clients in this matter are the Presiding Officers of the House and Senate and the Legislature, collectively. 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 or House solely on account of the Firm's representation of the Legislature 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 or House, 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 Legislature agrees to pay the following hourly rates:

Service Provider	**Hourly Rate**
George N. Meros, Jr.	$300
Andy Bardos	$300
Paralegal Services	$90

The Legislature and the Firm acknowledge that these rates reflect a reduction from the rates normally charged by the Firm for similar services.

The Firm agrees to obtain advance approval from the Senate and House Contract Managers 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 Legislature 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 and House Contract Managers 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 and House General Counsels a description of the services and costs billed in the invoice. The House General Counsel and 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 Legislature will not reimburse the Firm for any services provided or expenses incurred that are not authorized by this Agreement.

The Legislature 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 House and Senate contract managers 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 House of Representatives, Office of House Administration, 402 South Monroe Street, Suite 1201, The Capitol, Tallahassee, Florida 32399-1300, and 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 Legislature under this Agreement is subject to and contingent upon the availability of funds lawfully appropriated by and to the Legislature and applicable for purposes of the Agreement.

3. Term of Agreement and Termination

This Agreement commences upon execution by parties and ends on August 1, 2016; however, the Legislature may, at its sole discretion, continue the Agreement on terms mutually acceptable to the parties.

The Legislature 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 Legislature or without leave of Court, and will provide services pursuant to this Agreement in the litigation until the Legislature's consent or leave of Court has been granted. The Legislature will compensate the Firm for services rendered and costs incurred in that litigation until the Firm is permitted to withdraw by the Legislature 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 Legislature will become the exclusive property of the Legislature. The Firm will provide the work-product, documents, and files to the Legislature 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 George T. Levesque, 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 House is Matthew J. Carson, General Counsel, Florida House of Representatives, Suite 422, The Capitol, 402 South Monroe Street, Tallahassee, Florida 32399, (850) 717-5500, or as designated by the Speaker of the House. 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 Legislature, or to bind the Legislature 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 Legislature and will not be entitled to fringe benefits normally provided by the Legislature 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 Legislature's Contract Managers 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 Legislature 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 Legislature 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 Amendment 1 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 Amendment 1 (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 Legislature 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 Amendment 1. The notification must identify the client and the nature of the challenge.

9. Resolution of Disputes

Any dispute between the Firm and the Legislature 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: 30 July 2015

The Florida House of Representatives:

for

Steve Crisafulli, Speaker
The Florida House of Representatives

Date: 7/31/15

GrayRobinson, P.A.:

Andy Bardos
GrayRobinson, P.A.

Date. 7/28/15

Approved as to legal form and sufficiency:

George T. Levesque, General Counsel
The Florida Senate

Date: 7.29.15

Approved as to legal form and sufficiency:

Matthew J. Carson, General Counsel
The Florida House of Representatives

Date: 07/31/2015