



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com/PWS

The School Board of
Broward County, Florida

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Dr. Vickie L Cartwright
Superintendent of Schools

December 14, 2022

Dr. Kim McDougal, Ph.D
GrayRobinson, P.A.
301 South Bronough Street, Suite 600
Tallahassee, Florida 32301

Email: kim.mcdougal@gray-robinson.com

Phone: 850-577-9090

Reference: Letter of First Renewal of Award and Request for Certificate of Insurance
RFP # **FY20-161**
RFP Title: Federal and State Lobbying Services
Contract Term: **January 1, 2023, through December 31, 2023**

Dear Dr. McDougal:

The School Board of Broward County, Florida has accepted and renewed the above-referenced RFP at the December 13, 2022 School Board Meeting. Your First Amendment to Agreement will be sent under separate cover in about two weeks.

MANDATORY: Proof of insurance must be submitted to EXIGIS RiskWorks (SBBC's partner to collect and verify insurance documentation) within fifteen (15) days of this notification. EXIGIS RiskWorks will send you an email within three (3) business days of this letter with information how to proceed. If you have questions regarding insurance compliance, please contact EXIGIS Customer Service at (646) 762-1513.

Insurance certificates can be sent to Exigis at certificates-browardschools@riskworks.com

Please note, an identification badge will not be issued, and no work can commence for the services requested in this RFP until insurance form(s) are approved, and a written purchase order is released.

All employees (including subcontractors and agents) who will be entering onto SBBC property must be fingerprinted and wear a SBBC issued photo identification badge at all times while on SBBC property. Information about the process can be found at this link: <https://www.browardschools.com/Page/40551> If you have questions pertaining to identification badges, please contact the Security Clearance Department at (754) 321-2374.

Please note, no work can commence until insurance form(s) are approved by our Risk Management Department.

Sincerely,

Charles V. High Digitally Signed

Charles V. High, C.P.M., A.P.P., MBA

Purchasing Agent IV

/cvh

Enclosure

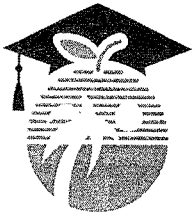
Cc: Aston Henry, Risk Management Enclosure

John Sullivan, Chief Communications/Legislative Affairs Officer

SEE PAGE 2 FOR INSURANCE REQUIREMENTS

Insurance Requirements. GrayRobinson, P.A. (“Awardee”) shall comply with the following insurance requirements throughout the term of this Agreement:

- a. **General Liability.** Awardee shall maintain General Liability insurance during the term of this Agreement with limits not less than one million dollars (\$1,000,000) per occurrence for Bodily Injury/ Property Damage; \$1,000,000, General Aggregate; and limits not less than \$1,000,000, for Products/Completed Operations Aggregate.
- b. **Professional Liability/Errors & Omissions.** Awardee shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement..
- c. **Workers’ Compensation.** Awardee shall maintain Worker’s Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer’s Liability limits shall not be less than \$100,000/\$100,000/\$500,000
- d. **Auto Liability.** Awardee shall maintain Owned, Non-Owned, and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000, Combined Single Limit.
- e. **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A-VI by AM Best or Aa3 by Moody’s Investor Service.
- f. **Verification of Coverage.** Proof of the required insurance must be furnished by Awardee to SBBC’s Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC’s Risk Management Department before any work commences to permit Awardee to remedy any deficiencies. Awardee must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.
- g. **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:
 1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
 2. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
 3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- h. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.
- i. **Acceptability of Insurance.** The SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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ANN MURRAY
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NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

November 7, 2019

Ms. Kim McDougal, Ph.D.
Senior Government Affairs Consultant
GrayRobinson, P.A.
301 South Bronough Street, Suite 600
Tallahassee, Florida 32301

Phone: 850-577-9090
Email: kim.mcdougal@gray-robinson.com

Subject: Letter of Award and Request for Certificate of Insurance
Agreement #: FY20-161
Title: Federal and State Lobbying Services
Contract Term: **January 1, 2020 through December 31, 2022**

Dr. McDougal:

The School Board of Broward County, Florida (SBBC) has accepted and awarded your Agreement for FY20-161 – Federal and State Lobbying Services at the November 6, 2019 School Board Meeting in accordance with the specifications, terms and conditions, all pertinent laws of the State of Florida, and instructions as determined by the Attorney for the School Board. SBBC reserves the right to terminate this contract at any time with or without cause upon thirty (30) days written notice.

SBBC requires companies with which it does business to submit proof of insurance within fifteen (15) days of this notification. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation and approval.

EXIGIS RiskWorks will send an email notification to you within three (3) business days after receipt of this letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

The following information is required on all certificates of insurance:

- Certificate Holder must be The School Board of Broward County, Florida, c/o EXGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668
- The School Board of Broward County, Florida is included as an additional insured to the general liability policy.
- The insured name on your certificate must be the same as the company name on the award.

Any questions regarding insurance compliance must contact EXGIS Customer Service at (646) 762-1513.

Please note, an identification badge will not be issued and no work can commence on the services accepted on this contract until insurance form(s) are approved.

A condition of your contract with SBBC requires that you and all of your employees, subcontractors or agents who will be entering on School Board property as a result of this award, wear while on School Board property, a photo identification badge issued by SBBC. This RFP requires the Awardee or its employees, who enter on School Board property, be properly badged and fingerprinted. The application process and form can be found at these links: <http://www.broward.k12.fl.us/police/secclear.html>
http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. For questions about the identification badges, please contact the Security Clearance Department at 754-321-2374.

Sincerely,

Charles V. High Digitally Signed
Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV
Cc: Aston Henry- Director – Risk Management Enclosure – Insurance Requirements

2.11 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.12 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.13 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

Helle, Jonathan

From: Lisa Howell <Lisa.Howell@gray-robinson.com>
Sent: Thursday, July 27, 2023 3:30 PM
To: Helle, Jonathan
Subject: RE: GrayRobinson - Broward County Schools

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.

Sure thing. It is for \$5,000 per month. Please let me know if you need any additional information.

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: Thursday, July 27, 2023 2:25 PM
To: Lisa Howell <Lisa.Howell@gray-robinson.com>
Subject: RE: GrayRobinson - Broward County Schools

This message originated outside of GrayRobinson.

Good afternoon, Lisa.

I don't see compensation listed on either of those PDFs. Can you tell me what the compensation is 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: Wednesday, July 26, 2023 1:05 PM
To: Helle, Jonathan <Jonathan.Helle@myfloridahouse.gov>
Subject: GrayRobinson - Broward County Schools

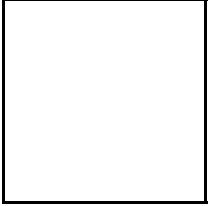
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Lisa Howell
Independent Contractor

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



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