



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

SCHOOL BOARD

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ROBERT W. RUNCIE
Superintendent of Schools

January 9, 2017

Mr. Brian Ballard, President
Ballard Partners, Inc.
403 East Park Avenue
Tallahassee, FL 32301

RE: 17-003V – Federal and State Lobbying Services

To Mr. Brian Ballard:

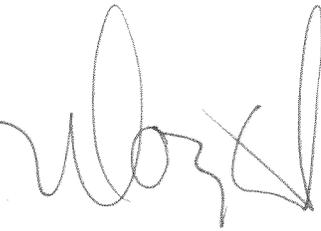
Attached is the executed Agreement between The School Board of Broward County, Florida (SBBC) and Ballard Partners, Inc. This is the result of the School Board's approval on December 20, 2016, for Item EE-11. Full details are outlined in this Agreement.

In accordance with the attached, as a consideration for being awarded this contract agreement, Ballard Partners, Inc., agrees to maintain twenty (20%) M/WBE participation in this contract agreement, utilizing The Remarque Group, LLC, Certificate #7007-7060, to coordinate in meetings and reporting to advance the agenda. Ballard Partners, Inc., actual amount to be expended with The Remarque Group is \$750.00 per month.

The attached *Monthly M/WBE Subcontractor Utilization Report* must be completed, signed, and returned via e-mail each month. Prior written approval from the Coordinator of Supplier Diversity & Outreach Program must be obtained for any replacement of the entities listed above. Utilizing any entity other than the ones listed, shall be considered a breach of this agreement. Ballard Partners, Inc., is subject to debarment and any other remedy available for any breaches to this Agreement.

Should you have any questions, please contact Colleen M. Robbs, Coordinator, Supplier Diversity & Outreach Program at 754-321-0505.

Sincerely,



Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC: rr

Attachment

CC: Ms. Amanda Green, Administrator, Ballard Partners, Inc.
Mr. John Sullivan, Director, Legislative Affairs
Mr. Aston Henry, Director, Risk Management
Mr. Charles High, Purchasing Agent IV
Ms. Colleen Robbs, Coordinator, Supplier Diversity & Outreach Program



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: Dec 20 2016 10:35AM - Regular School Board Meeting

Special Order Request
 Yes No

ITEM No.:
EE-11.

AGENDA ITEM: OPEN ITEMS

Time

CATEGORY: EE. OFFICE OF STRATEGY & OPERATIONS

Open Agenda
 Yes No

DEPARTMENT: Procurement & Warehousing Services

TITLE: Recommendation of \$500,000 or Greater - 17-003V - Federal and State Lobbying Services

REQUESTED ACTION: Approve the recommendation to award for the above Request for Proposal (RFP). Contract Term: January 1, 2017, through December 31, 2019, 3 Years; User Department: Legislative and Government Affairs; Award Amount: \$681,000; Awarded Vendor(s): Alcalde & Fay, LTD. Inc; Ballard Partners, Inc.; Becker & Poliakoff, P.A.; and Mixon and Associates, Inc.; Minority/Women Business Enterprise Vendor(s): The Remarque Group

SUMMARY EXPLANATION AND BACKGROUND: The School Board of Broward County, Florida, received seven (7) bids in response to RFP 17-003V - Federal and State Lobbying Services. This request is to recommend for award four (4) proposers; one (1) federal and three (3) state lobbyists. Negotiations were conducted with all four proposers to provide their best pricing under this contract. The award of this RFP 17-003V - Federal and State Lobbying Services shall replace the current RFP 14-037V - Federal and State Lobbying Services. A copy of the bid is available on line at: http://www.broward.k12.fl.us/supply/agenda/17-003V_Federal&StateLobbyingServices.pdf These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT: The estimated financial impact to the District will be \$681,000. The funding source will come from Legislative and Government Affairs' operating budget. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Agreements - 4 (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) MWBE Participation

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:
Name: John J. Sullivan Phone: 754-321-2608
Name: Mary C. Coker Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: DEC 20 2016

Signature
Maurice Woods
12/12/2016, 1:43:55 PM

By: *Abby M Freedman*
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of December 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BALLARD PARTNERS, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
403 East Park Avenue
Tallahassee, Florida 32301

WHEREAS, SBBC issued a Request for Proposal as RFP 17-003V, Federal and State Lobbying Services (hereinafter referred to as "RFP"), dated August 2, 2016; and amended by Addendum No. 3 dated August 23, 2016, Addendum No. 2 dated August 19, 2016, and Addendum No. 1 dated August 19, 2016 each of which are incorporated by reference herein, for the purpose of receiving proposals for Federal and State Lobby Services.

WHEREAS, VENDOR offered a proposal dated August 26, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP; and

WHEREAS, SBBC is desirous of obtaining by VENDOR for executive level State Lobbying Services for the provision of technical assistance, advice and consultation concerning all state polices, legislation, appropriations and regulations that may impact SBBC; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **January 1, 2017** and conclude on **December 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties,

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Agreement, then;
- Second: Addendum No.3, then;
- Third: Addendum No.2, then;
- Fourth: Addendum No.1, then;
- Fifth: RFP 17-003V – Federal and State Lobbying Services
- Sixth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement at a monthly cost of \$3,750 per month ($\$3,750 \times 36 \text{ months} = \$135,000$) for thirty-six months commencing from January 1, 2017, through December 31, 2019. This monthly cost is inclusive of out-of-pocket expenses for services such as telephone tolls, copying, messenger service, parking, transportation, and postage. Any expenses for travel outside of the Tallahassee metropolitan area would be additional and undertaken only at the School Board's request and direction based on the actual expenses and no administrative overhead applied. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

2.04 **Services.** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A.**

2.05 **M/WBE Participation.** As consideration for being awarded this contract agreement, VENDOR shall maintain twenty percent (20%) M/WBE participation in this contract agreement. VENDOR has agreed to utilize The Remarque Group, LLC (M/WBE firm), Certificate #7007-7060 to coordinate and participate in meetings and reporting to advance the agenda. The VENDOR's actual amount to be expended with Remarque Group is \$750 per month.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Director, Legislative and Government Affairs
The School Board of Broward County, Florida
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301

To VENDOR: Brian Ballard, President
Ballard Partners, Inc.
403 East Park Avenue
Tallahassee, Florida 32301

With a Copy to: Amanda Green, Administrator
Ballard Partners, Inc.
403 East Park Avenue
Tallahassee, Florida 32301

2.08 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Insurance.** VENDOR shall provide the minimum insurance requirements as provided below:

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

PROFESSIONAL LIABILITY: Limits not less than \$1,000,000 per occurrence covering services provided under this Agreement.

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

Ballard Partners, Inc. does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

(**Please include the Agreement # and Title on the Certificate of Insurance.)

(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301)

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 business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. 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.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **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.

3.08 **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.

3.09 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK

**MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600
SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachment A** is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **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 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.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

THIS SPACE INTENTIONALLY LEFT BLANK

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Abby M. Freedman
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith, Esq.

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of Broward
County, Florida, ou=Office of the General Counsel,
email=janette.smith@browardschools.com, c=US
Date: 2016.11.01 14:26:15 -0400

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

BALLARD PARTNERS, INC.

ATTEST:

By [Signature]
BRIAN D. BALLARD, PRESIDENT

Carol L. Bracy
CAROL L. BRACY, Secretary

-or-
Salitha Hess
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of October, 2016 by Brian D. Ballard, President of

BALLARD PARTNERS, INC., on behalf of the corporation/agency.

He/~~She~~ is personally known to me or produced N/A as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature – Notary Public



SHANNA KAYE CRAWLEY
Printed Name of Notary

FF161627
Notary's Commission No.

SCOPE OF WORK

1. VENDOR shall represent the SBBC and the Superintendent of Schools (hereinafter referred to as "Superintendent").
2. VENDOR shall meet with the SBBC and Superintendent, or designee(s) and confer with respect to state legislative issues regarding the Board's fiscal and programmatic interests.
3. VENDOR shall participate in the development and promotion of the SBBC's state legislative program.
4. VENDOR shall perform and participate in specific legislative tasks as assigned.
5. VENDOR shall establish and maintain positive working relationships with the executive branch of state government to enhance necessary intergovernmental relations beneficial to the SBBC.
6. VENDOR shall arrange meetings with the Governor and appropriate agency officials, State Board of Education members, and Cabinet officials as requested.
7. VENDOR shall represent SBBC and Superintendent in local and state conferences and meetings related to state legislative and governmental issues as requested by the Superintendent;
 - Perform all routine legislative duties during the pre-session committee meetings and the legislative session;
 - Coordinate legislative activities, duties and responsibilities with the Superintendent or his designee; and
 - Provide any written reports as may be required by the SBBC or the Superintendent or his designee.
8. VENDOR shall advocate for SBBC's executive branch and executive branch priorities.
9. VENDOR shall advance SBBC's legislative agenda by participating in or coordinating the following meetings as requested by the Superintendent; additional meetings may be added or deleted.
 - Regular and Extended Legislative Sessions;
 - Broward Delegation Meetings;
 - Greater Florida Consortium of School Boards;
 - Florida School Board Association (FSBA);
 - Florida Association of District School Superintendents (FADSS);
 - Florida Education Legislative Liaisons (FELL);
 - Staff and School Board Meetings, as determined by the Superintendent;
 - State Cabinet/Agency Staff Meetings, as needed; and

Meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written report of activities and efforts relating to the representation and promotion of SBBC and Superintendent., the development and promotion of the District's legislative programs, and any other relevant activities.

SCOPE OF WORK

10. VENDOR shall coordinate efforts with members of lobbying team to maximize value.
11. VENDOR shall provide adequate staffing for District representation at appropriate committee meetings.
12. VENDOR shall participate in team efforts to plan and facilitate Board member's involvement in Broward Days and other visits to Tallahassee including:
 - Address (with Board members, staff and team):
 - 1) "Hot topics" for both legislators and Board members;
 - 2) "Tips" for presentation of District's legislative program including talking points; and
 - 3) "Primer" for new Board members and staff.
 - Visits with executive branch members
 - 1) Recommend group or individual visits based on Board member feedback and member preference;
 - 2) Coordinate appointments for Board members:
 - a) Set appointments for those requesting;
 - b) Incorporate appointments by individuals into "master schedule";
 - 3) Manage logistics (schedule/location changes)
 - Develop overall strategy to maximize Board member/staff time and impact.
13. VENDOR shall articulate plan for Board member's involvement with FSBA and Consortium as part overall legislative strategy.
14. VENDOR shall develop out-of-session plan to engage members and advocate District priorities.
15. VENDOR shall engage members when not in session, and encourage school visitation.
16. VENDOR shall participate in planning and content development for Legislative Education & Action Resource.
17. VENDOR shall participate in School Board Workshop(s) to present and discuss legislative plan.
18. VENDOR shall ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals utilizing knowledge of performance accountability systems.
19. VENDOR shall plan to leverage existing District partnerships to cross-promote common legislative issues.
20. VENDOR shall participate in utilization of performance evaluation instrument.