

CONTRACT FOR SERVICES

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THIS AGREEMENT is made this 3rd day of December, 2018, by and between Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida, hereinafter referred to as PCSO and the consulting firm of Southern Strategy Group, Inc., hereinafter referred to as Southern Strategy Group, and hereby amends and supersedes the agreement entered into between Grady Judd, as Sheriff of Polk County and Southern Strategy Group of Tampa Bay, LLC dated September 13, 2018.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to the following:

1. Southern Strategy Group agrees to provide the following services: Provide appropriate legislative monitoring, information/data gathering that is pertinent to law enforcement and detention operations; Attend and provide testimony at appropriate committee meetings; Coordinate and provide information to legislators and appropriate agencies and provide other special testimony as may be appropriate. Report findings to PCSO.
2. Southern Strategy Group shall invoice PCSO monthly from January 1, 2019 – December 31, 2019, in the amount of \$1,650.00. All payments will be remitted to P.O. Box 10570, Tallahassee, FL 32302.
3. Southern Strategy Group cannot and does not make, nor imply, any form of warranty or guarantees regarding the outcome of any legislation, special funding or appropriation passage.

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Handwritten initials "SD" and "DU" in the top right corner.

4. This Agreement shall remain in full force and effect from January 1, 2019 to December 31, 2019.

5. This Agreement may be terminated by either party for any or no cause by giving advance notice to the other party of not less than thirty (30) days' notice.

6. This Agreement and all of the rights and obligations of the Parties hereto shall be governed both procedurally and substantively by and be construed according to the laws of the State of Florida.

7. In the event any provisions of the Agreement is held to be unenforceable for any reason, the unenforceable portion thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms and conditions.

8. Either Party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The Parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

9. Southern Strategy Group, in addition to other contract requirements, agrees to comply with public records laws, specifically to:

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(a) Southern Strategy Group shall allow public access to all documents, papers, letters, or other material made or received by Vendor in conjunction with the Agreement/Contract as required by Florida law, unless the records are exempt from Article I, section 24(a), Florida Constitution, or section 119.07(1), Florida Statutes. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CONTACT THE OFFICE OF LEGAL AFFAIRS AT 863-298-6200 MCABRERA@POLKSHERIFF.ORG, 1891 JIM KEENE BLVD, WINTER HAVEN, FLORIDA 33880.** Polk County Sheriff's Office may unilaterally terminate the Agreement/Contract if Vendor refuses to allow public access as required in this section.

(b) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(c) Upon request from the agency's custodian of public records, provide the agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(d) 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 contract term and following completion of the contract if the contractor does not transfer the records to the agency.

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(e) Upon completion of the contract, meet all requirements for retaining public records and transfer, at no cost, to the agency all public records in possession of the contractor or keep and maintain public records required by the agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the agency, upon request from the agency's custodian of public records, in a format that is compatible with the information technology systems of the agency.

10. The Parties to this Agreement both acknowledge that Southern Strategy Group is providing the services contemplated herein as an independent contractor.

The Parties are signing this agreement on the date stated in the introductory clause and hereby represent to each other that they have full power and authority to make and execute this agreement.

SOUTHERN STRATEGY GROUP, INC.

GRADY JUDD, AS SHERIFF

By: *David A. Shepp*

By: *Andria McDonald*
Andria McDonald, Executive Director

Name: David A. Shepp

Position: Partner

Initials: *DS*

Initials: *am*

CONTRACT FOR SERVICES

FSD	<u>MF</u>
CSB	<u>ph</u>
GCS	<u>w</u>

THIS AGREEMENT is made this 16th day of November, 2017, by and between Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida, hereinafter referred to as PCSO and the consulting firm of Southern Strategy Group of Tampa Bay, LLC, hereinafter referred to as Southern Strategy Group.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to the following:

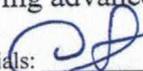
1. Southern Strategy Group agrees to provide the following services: Provide appropriate legislative monitoring, information/data gathering that is pertinent to law enforcement and detention operations; Attend and provide testimony at appropriate committee meetings; Coordinate and provide information to legislators and appropriate agencies and provide other special testimony as may be appropriate. Report findings to PCSO.

2. Southern Strategy Group shall invoice PCSO monthly from January 1, 2018 – December 31, 2018, in the amount of \$1,500.00. All payments will be remitted to P.O. Box 10570, Tallahassee, FL 32302.

3. Southern Strategy Group cannot and does not make, nor imply, any form of warranty or guarantees regarding the outcome of any legislation, special funding or appropriation passage.

4. This Agreement shall remain in full force and effect from January 1, 2018 to December 31, 2018.

5. This Agreement may be terminated by either party for any or no cause by giving advance notice to the other party of not less than thirty (30) days' notice.

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6. Southern Strategy Group, in addition to other contract requirements provided by law, agrees to comply with public records laws, specifically to:

(a) Access to Public Records

Vendor shall allow public access to all documents, papers, letters, or other material made or received by Vendor in conjunction with the Agreement/Contract as required by Florida law, unless the records are exempt from Article I, section 24(a), Florida Constitution, or section 119.07(1), Florida Statutes. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CONTACT THE OFFICE OF LEGAL AFFAIRS AT 863-298-6200 MCABRERA@POLKSHERIFF.ORG, 1891 JIM KEENE BLVD, WINTER HAVEN, FLORIDA 33880.** Polk County Sheriff's Office may unilaterally terminate the Agreement/Contract if Vendor refuses to allow public access as required in this section.

(b) Redacted Copies of Confidential Information

If Vendor considers any portion of any documents, data, or records submitted to the Polk County Sheriff's Office to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Vendor must provide the Polk County Sheriff's Office with a separate redacted copy of the information it claims is confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the Contract name and number, and be clearly titled "Confidential." The redacted copy should redact only those portions of material Vendor claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

(c) Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Polk County Sheriff's Office will provide Vendor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Polk County Sheriff's Office will notify Vendor such an assertion has been made. It is Vendor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Polk County Sheriff's Office becomes subject to a demand for discovery or disclosure of the Confidential Information of Vendor under legal process, the Polk County Sheriff's Office shall give Vendor prompt

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notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

(d) Indemnification Related to Redacted Confidential Information

Vendor shall protect, defend, and indemnify the Polk County Sheriff's Office for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Vendor fails to submit a redacted copy of information it claims is Confidential, the Polk County Sheriff's Office is authorized to produce all documents, data, or records submitted to the Polk County Sheriff's Office in answer to a public records request or other lawful request for these records.

(e) Public Records Clause for Polk County Sheriff's Office Contracts

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- Upon request from the agency's custodian of public records, provide the agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 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 contract term and following completion of the contract if the contractor does not transfer the records to the agency.
- Upon completion of the contract, meet all requirements for retaining public records and transfer, at no cost, to the agency all public records in possession of the contractor or keep and maintain public records required by the agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public

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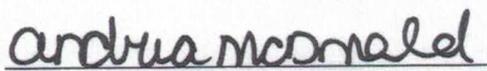
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SOUTHERN STRATGEY GROUP OF TAMPA BAY, LLC

GRADY JUDD, AS SHERIFF

By: 

By: 
Andria McDonald, Executive Director

Name: David A. Shepp

Position: Partner

Initials: 

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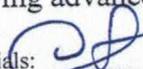
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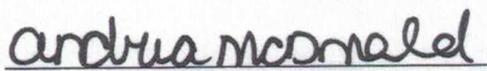
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