

CONTRACT FOR SERVICES

This contract is entered into between Friends of Miami-Dade College ("the Client"), 1450 Brickell Avenue, 18th Floor, Miami, FL 33131-3444, and Ballard Partners, Inc. ("the Firm"), 403 East Park Avenue, Tallahassee, FL 32301.

Recitals

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client's interests before the Florida Legislature and executive agencies; and

Whereas, the Firm wishes to provide such representation as the Client may from time to time require; and

Whereas, the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement. This agreement shall become effective on January 1, 2015 and shall remain effective until December 31, 2015. This agreement shall automatically renew for successive one-year periods on the anniversary of the effective date of the agreement unless either party terminates the agreement. Upon renewal this agreement may be terminated within thirty (30) days written notice by either party.

2. Duties of The Firm. It shall be the Firm's duty to advocate the interests of the Client before the Florida Legislature and executive agencies of Florida government. Included within the scope of the Firm's duties is the advocacy for passage or defeat of legislation that is relevant to the Client. It shall further be the Firm's duty to inform the Client of developments in legislation and policy relevant to the Client's operations. Furthermore, in performance of these duties, the Firm shall:

- Work with the Miami-Dade Delegation to secure full support of the Delegation for the major funding initiatives of Miami-Dade College ("MDC"). See Attachment A:
- Meet with House, Senate, Executive leadership for support of MDC funding and policy issues:

- Arrange meetings between the MDC representatives and the Senate, House, Executive leadership, and other policy makers and agency heads as appropriate;
- Work with Committee chairs, members and legislative staff to ensure adoption of the MDC priorities, and defeat of any unfriendly and unanticipated challenges;
- Work with MDC lobbyists on a consistent and regular fashion to coordinate efforts and execute effective strategies throughout the Session;
- Provide the Executive Branch with all information necessary to avoid any vetoes of MDC issues;
- Provide a brief written mid-session report and a comprehensive end of session report to the MDC, identifying any new and pertinent information development;
- Post 2015 Session, assess legislative results and strategize for Interim Committee Weeks in the fall in preparation for 2016 Session; and
- Post 2015 Session, arrange meetings between MDC representatives and key leadership members as they travel to Miami, FL.

3. Duties of The Client. It shall be the Client's duty to inform the Firm of its wishes with regard to legislative and executive advocacy and to provide the Firm the information necessary to best represent the Client in Florida. It shall also be the Client's duty to timely compensate the Firm for its services.

4. Compensation. The Firm shall receive from the Client \$80,000 for this agreement, plus the reasonable costs associated with the representation, including but not limited to, lobbyist registration fees, excluding costs typically associated with the operation of an office, such as overhead, staff, and equipment. The fee shall be paid in 12 equal installments of \$6,666.66 a month, beginning January 1, 2015 and continuing to be due on the first of each month until the termination of the agreement. The Firm will bill costs monthly.

FRIENDS OF MIAMI-DADE COLLEGE

BALLARD PARTNERS, INC.

By: 
 Title: _____

By: 
 Title: President

Date: 12/16/2014

Date: 12/12/2014

ATTACHMENT "A"

2015 LEGISLATIVE PRIORITIES

I. **MDC Funding Issues:**

1. Secure funding for the Entrepreneur Program: the IDEA Center.
 - Non-recurring GR
 - Not out of base allocation of MDC
2. Secure funding for the Emerging Technologies Center of the Americas (ETCOTA): Workforce Programs: Robotics, Game Development & Animation, Cybersecurity, Analytics & Data.
 - Non-recurring GR
 - Not out of base allocation of MDC
3. Secure capital outlay funding (PECO) for completion of West Campus (Doral) project and completion of Tactical Training Center at North Campus.
4. Secure an increase in base appropriations.
 - Recurring GR

II. **MDC Policy Issues:**

1. Assist in the lifting of the ban on new baccalaureate degree programs offerings by the Florida College System imposed by the Senate in 2014 Session.
 - Statutory change required
2. Assist in the establishment of Performance metrics advantageous to MDC and fair to all Florida Colleges.

III. **PECO projects would read:**

1. "Rem/Ren/New/Clsrms/Labs/Sup Svcs – West"
2. "New Tactical Training Crt (gymnasium) – North"