BROWARD COUNTY FLORIDA

AGREEMENT BETWEEN BROWARD COUNTY AND BALLARD PARTNERS, INC., FOR STATE LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Ballard Partners, Inc., a Florida Corporation, ("Lobbyist") (County and Lobbyist are also sometimes referred to as a "Party" or collectively referred to as the "Parties").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **Contract Administrator** means the County Administrator, Deputy County Administrator, the Intergovernmental Affairs Manager, or such other person designated by the County Administrator in writing.

1.3. **County Attorney** means the chief legal counsel of County appointed by the Board, and includes any Deputy County Attorney, Senior County Attorney, or Assistant County Attorney acting on behalf of the County Attorney on matters relating to this Agreement.

1.4. **Services** means all work Lobbyist must perform under this Agreement, including without limitation all deliverables, consulting, professional lobbying services and advocacy, and other services specified in Article 3, Exhibit A, or Exhibit B. The Services are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Lobbyist impractical, illogical, or unconscionable.

1.5. **Subcontractor** means an entity or individual providing Services to County through Lobbyist. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	**Scope of Services**
Exhibit B	**Federal Subject Areas/Issues**
Exhibit C	**Client List**
Exhibit D	**Lobbyist Weekly/Monthly Report**

ARTICLE 3. SCOPE OF SERVICES

Lobbyist shall perform all Services during the Agreement Term on a non-exclusive basis for County. Lobbyist acknowledges and agrees that it will receive specific lobbying assignments from the Contract Administrator, which assignments may be expanded, modified, or removed as necessary to accomplish the goals of County and are deemed to be within the definition of Services.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Initial Term. The initial term of this Agreement shall begin on February 1, 2019 ("Effective Date") and shall end on December 31, 2019 ("Initial Term"). The Initial Term, Renewal Term(s) described in Section 4.2, and any Short-Term Extension(s) described in Section 4.3 are collectively referred to as the "Agreement Term."

4.2. Renewals. County shall have the option to renew this Agreement for up to two (2) additional one (1) year terms (each an "Renewal Term") by sending notice of renewal to Lobbyist at least thirty (30) days prior to the expiration of the then-current term. The County Administrator is authorized to exercise these renewal options.

4.3. Short-Term Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the County Administrator, render the exercise of a full Renewal Term not practicable, or if no additional Renewal Terms remain and expiration of this Agreement would, as determined by the County Administrator, result in a gap in the provision of Services, then the County Administrator may extend this Agreement on the same terms and conditions for period(s) not to exceed six (6) months in the aggregate ("Short-Term Extension"). The County Administrator may exercise a Short-Term Extension by written notice to Lobbyist stating the duration of the extended period, which notice shall be provided to Lobbyist at least thirty (30) days prior to the end of the then-current term.

4.4. Renewal/Short-Term Extension Rates and Terms. During any Renewal Term or Short-Term Extension, Lobbyist shall perform the Services in accordance with the terms and conditions of this Agreement existing as of the date of County exercising its right to renew or extend and shall continue to be compensated at the then-existing monthly rate.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Compensation. For all Services provided under this Agreement, County will pay Lobbyist as follows:

Monthly Fee for Services during Agreement Term	$ 4,500.00 per month

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, with the amounts itemized above being accepted by Lobbyist as full compensation for all such Services. Lobbyist acknowledges that the amounts set forth in this Agreement constitute a limitation upon County's obligation to compensate Lobbyist for the Services. These amounts, however, do not constitute a limitation of any sort upon Lobbyist's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Lobbyist may submit invoices for compensation no more often than on a monthly basis. An electronic invoice is due within ten (10) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. All invoices must be sent to intergovernmental@broward.org, along with a copy to the Intergovernmental Affairs/Boards Section Manager. Notwithstanding the fact that Lobbyist is paid a flat monthly fee for the Services, all invoices must specify in detail the Services performed and the personnel, hours, tasks, or other details as requested by the Contract Administrator.

5.2.2. County shall pay Lobbyist within thirty (30) days of receipt of Lobbyist's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Lobbyist to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Lobbyist at the address designated in the Notices section.

5.2.3. Lobbyist shall pay its approved Subcontractor(s) within fifteen (15) days following receipt of payment from County for such subcontracted work. Failure to pay a Subcontractor in accordance with this subsection shall be a material breach of this Agreement, unless Lobbyist demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor, and, further, Lobbyist promptly pays the applicable amount(s) to the Subcontractor upon resolution of the dispute. Lobbyist shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractor.

5.3. Reimbursable Expenses. Lobbyist shall not be reimbursed for any expenses it incurs under this Agreement.

5.4. Subcontractors. Lobbyist shall be solely responsible for all compensation and reimbursable expenses to any Subcontractor. County shall not be obligated in any respect to any Subcontractor for the payment of any compensation or reimbursement of expenses.

5.5. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Lobbyist represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Lobbyist, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Lobbyist has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Lobbyist. Lobbyist further represents and warrants that execution of this Agreement is within Lobbyist's legal powers, and each individual executing this Agreement on behalf of Lobbyist is duly authorized by all necessary and appropriate action to do so on behalf of Lobbyist and does so with full legal authority.

6.2. Contingency Fee. Lobbyist represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Lobbyist, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.3. Public Entity Crime Act. Lobbyist represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Lobbyist further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Lobbyist has been placed on the convicted vendor list.

6.4. Discriminatory Vendor and Scrutinized Companies Lists. Lobbyist represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Lobbyist further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6.5. Warranty of Performance. Lobbyist represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Lobbyist represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.6. Breach of Representations. In entering into this Agreement, Lobbyist acknowledges that County is materially relying on the representations and warranties of Lobbyist stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Lobbyist, to deduct from the compensation due Lobbyist under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Lobbyist under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

ARTICLE 7. INDEMNIFICATION

Lobbyist shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a Party, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Lobbyist, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Lobbyist shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Lobbyist under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. TERMINATION

8.1. Termination for Convenience. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than fifteen (15) days after the date of such written notice. Lobbyist acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Lobbyist, for County's right to terminate this Agreement for convenience.

8.2. Payment Post-Termination. If this Agreement is terminated for convenience by County, Lobbyist shall be paid for any Services properly performed under this Agreement, with the monthly amount prorated through the termination date specified in the written notice of termination.

8.3. Reservation of Rights and Remedies. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY

No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, or subcontracting work in the performance of this Agreement, and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. Lobbyist shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act of 2008, including Titles I and II of the ADA, including all applicable regulations, guidelines, and standards. Lobbyist shall include the foregoing or similar language in its contracts with any Subcontractors.

ARTICLE 10. CONFLICT OF INTERESTS/CLIENT LIST DISCLOSURE

10.1. Lobbyist represents that, upon the execution of this Agreement and continuing throughout the Agreement Term, the following representations stated in this section are true and correct. If any of the following representations become at any time not true, Lobbyist shall immediately provide written notice of same to the Contract Administrator.

10.1.1. Neither Lobbyist nor its employees have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Lobbyist's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Agreement Term, none of Lobbyist's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Lobbyist is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Lobbyist or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Lobbyist is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services, Lobbyist shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Lobbyist.

10.1.2. Lobbyist does not have any personal financial interest, direct or indirect, with any member of the Board or any County employee as defined in Section 26-72.5(a), Broward County Code of Ordinances.

10.1.3. As of the effective date of this Agreement, Lobbyist does not represent any client whose interest is currently adverse to the interests of County. If, during the term of this Agreement, Lobbyist determines that a client it represents has or may potentially have an interest adverse to the interest of County, or Lobbyist is notified by the Contract Administrator of an existing or potential adverse interest with a client of Lobbyist, then

Lobbyist shall disclose such conflicting interest as required by Section 10.4. Additionally, before proposing, advocating, or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact County and its operations, Lobbyist shall, consistent with Section 10.4, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the Contract Administrator.

10.2. In addition to the requirements contained in Section 10.1 (and all subsections thereof), Lobbyist agrees not to lobby the Legislature, Governor, or Cabinet on behalf of any municipal government, individual, or other organization, or be employed or retained by any municipal government, individual, or other organization, or to hire any Subcontractor or subordinate to lobby with regard to any annexation matter that conflicts with either or both of the following: (a) County's policy on annexation as adopted by the Board; or (b) the Board's annual legislative program.

10.3. If Lobbyist is permitted to utilize Subcontractors, Lobbyist shall include in their written agreements that the Subcontractor is prohibited from having any conflicts as defined by this article.

10.4. Lobbyist further agrees that, in the performance of this Agreement, if any conflict of interest arises, including any adverse interest identified pursuant to Sections 10.1 through 10.3, Lobbyist shall disclose, in writing, such interest to County within three (3) days after the date the conflict arises, or within three (3) days after Lobbyist receives verbal or written notification from the Contract Administrator of an existing or potential adverse interest with a client of Lobbyist under Section 10.1.3. Such written disclosure shall provide sufficient information concerning Lobbyist's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which Lobbyist is unable to provide the Services. The Contract Administrator shall report the disclosed conflict to the Board. The Board may, in its sole discretion, take any action it deems appropriate, such as termination of this Agreement or waiver of the conflict, to address the conflict of interest disclosed by Lobbyist. **Waiver of any conflict of interest or termination of this Agreement is expressly reserved to the Board.**

10.5 If this Agreement is terminated pursuant to Section 10.4 or Article 8, Lobbyist agrees, upon request of County, to assist County in obtaining the services of qualified individuals to perform the Services.

10.6. Lobbyist agrees that during the Agreement Term, neither Lobbyist, its officers, employees, agents, nor any other person providing Services, will personally represent any person or entity, irrespective of compensation, before the Board during any regular session, extended session, and/or special session of the Florida Legislature. This prohibition shall apply to all direct lobbying before the Board, and any communication, whether verbal or written, with any member of the Board, made in connection with Lobbyist's direct or indirect representation of a client on any matter that is scheduled for or pending consideration before the Board during the proscribed

period, or on any matter that is reasonably foreseeable to be the subject of consideration or action by the Board.

10.7. In executing this Agreement, Lobbyist certifies that Exhibit C represents a complete list of the clients for whom Lobbyist is presently registered to lobby the Legislative or Executive Branches of the State. For purposes of this Article, Lobbyist shall, within five (5) business days, inform the Contract Administrator of any change in the status of Lobbyist's representation including, but not limited to, the addition of any new client registration, except that any new client representation undertaken by Lobbyist during the last ten (10) days of any regular session, or during any extended or special session, must be reported in writing to the Contract Administrator within twenty-four (24) hours after its occurrence.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may act on behalf of County under this Agreement.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Lobbyist in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by Lobbyist and its agents; if the Services are determined not to be a work for hire, Lobbyist hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. If this Agreement is terminated, any reports, photographs, surveys, and other data and documents prepared by Lobbyist, whether finished or unfinished, shall become the property of County and shall be delivered by Lobbyist to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Lobbyist may be withheld until all documents are received as provided in this Agreement. Lobbyist shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.3. Public Records. To the extent Lobbyist is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Lobbyist shall:

11.3.1. Keep and maintain public records required by County to perform the services under this Agreement;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this

Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Lobbyist or keep and maintain public records required by County to comply with applicable public records law. If Lobbyist transfers the records to County, Lobbyist shall destroy any duplicate public records that are exempt or confidential and exempt. If Lobbyist keeps and maintains the public records, Lobbyist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Lobbyist will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Lobbyist contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Lobbyist must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Lobbyist as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Lobbyist. Lobbyist shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF LOBBYIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LOBBYIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7575, intergovernmental@BROWARD.ORG, MAIN LIBRARY, 8TH FLOOR, 100 S. ANDREWS AVE., FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Lobbyist and its Subcontractor that are related to this Agreement. Lobbyist and its Subcontractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Lobbyist or its Subcontractor shall make same available in written form at no cost to County.

Lobbyist and its Subcontractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Lobbyist hereby grants County the right to conduct such audit or review at Lobbyist's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Lobbyist in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Lobbyist in addition to adjusting for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Lobbyist.

Lobbyist shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.5. Independent Contractor. Lobbyist is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Lobbyist nor its agents shall act as officers, employees, or agents of County. Lobbyist shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. Neither Lobbyist nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no

third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:
Intergovernmental Affairs/Boards Section
Office of the County Administrator
Attn: C. Marty Cassini
Main Library – 8th Floor
100 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: mcassini@broward.org

FOR LOBBYIST:
Brian D. Ballard, President
Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301
Email address: ballard@ballardfl.com

11.10. Assignment. Except for subcontracting approved by County in accordance with this Agreement, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Lobbyist without the prior written consent of County. Any attempted assignment by Lobbyist without written consent of County is void. In addition to any other rights or claims that County may have, if Lobbyist violates this provision, County shall have the right to immediately terminate this Agreement.

11.11. Subcontracting. Except as provided in this Agreement, Lobbyist shall not enter into any agreement with a Subcontractor.

11.11.1. In addition to the approved Subcontractors stated in Section 11.11, County may, in its sole discretion, authorize Lobbyist to enter into additional subcontract agreements with other firms, qualified personnel, consultants, or experts, as necessary, to provide specific technical assistance with respect to the Services. Prior to entering into any such subcontracting agreements, Lobbyist shall provide written notice to the Contract Administrator. The notice must state: 1) the Subcontractor's name, address, and telephone number; 2) a detailed description of the Subcontractor's qualifications and experience; 3) a complete list of the Subcontractor's current clients; and, 4) a copy of the

proposed subcontract. The notice must also include a statement from the prospective subcontractor certifying, under oath, that it does not currently represent any client whose interest is currently adverse to the interests of County. All Subcontractor agreements shall be reviewed and approved by the Contract Administrator and County Attorney.

11.11.2. Lobbyist shall include in its agreements with all Subcontractors (both those pre-approved as described in Section 11.11 or those added subsequent to execution of this Agreement as described in Section 11.11.1) a statement the such subcontracting agreement is subject to all provisions of this Agreement. Lobbyist may not terminate any approved Subcontractor agreement without at least ten (10) days prior written notice to, and written consent from, the Contract Administrator.

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.13. Compliance with Laws. Lobbyist and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LOBBYIST AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Lobbyist.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. If, as of the date of execution of this Agreement, County has already paid Lobbyist any amounts pursuant to any prior agreement, which payments relate to any period of time during the Initial Term, the total of such payments shall be fully credited towards amounts County would have otherwise been required to pay Lobbyist pursuant to this Agreement.

11.21. Payable Interest

11.21.1. Payment of Interest. County shall not be liable to pay any interest to Lobbyist for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Lobbyist waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.22. Incorporation by Reference. Exhibits A through D are incorporated into and made part of this Agreement.

11.23. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.24. Use of County Logo. Lobbyist shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 29th day of January, 2019, and Lobbyist, signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

Witness

TAMARA BRANNON

Print Name

Witness

Christina Daly

Print Name

COUNTY COMMISSIONERS
CREATED OCT 1st 1915
BROWARD COUNTY FLORIDA

BROWARD COUNTY, by and through its County Administrator

By: _____

1st day of March, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____ 2/28/19
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

By: _____ 4/4/19
René D. Harrod (Date)
Deputy County Attorney

NAK/EGL
Ballard partners State Lobbying Contract
02/10/2019

AGREEMENT BETWEEN BROWARD COUNTY AND BALLARD PARTNERS, INC., FOR STATE LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES

LOBBYIST

WITNESSES:

Signature

CYNTHIA H. DAVIS
Print Name of Witness above

Signature

Shanna Kaye Crawley
Print Name of Witness above

Ballard Partners, Inc.

By: _____
Brian D. Ballard, President

_____
Print Name and Title

11 day of February, 2019

ATTEST:

Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)

BALLARD PARTNERS, INC. CORPORATE SEAL 1998 FLORIDA

Exhibit A – Scope of Services

1. Provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida with respect to all of County's legislative and regulatory interests including, but not limited to, the Subject Areas listed in Exhibit B; matters contained within County's State legislative program; assigned executive branch projects; and other issues or projects of the County as assigned by the Contract Administrator or designee.

2. Effectively communicate County's State legislative program and issues to members of the Legislature, Governor, Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the State of Florida.

3. Upon request, arrange meetings for County Commissioners, County officials, and staff from the Intergovernmental Affairs/Boards Section (IABS) of the Office of the County Administrator with members and officials of the Legislative and Executive Branch of State government and other entities as necessary, including members of the Legislature in leadership positions, key legislative committee members and staff, and executive branch leaders and key officials within the Governor's Office, Cabinet, and State agencies.

4. Be available on a 24-hour basis during any regular session, extended session, or special session, committee week, and at other times as requested, to: assist in writing, interpreting, and monitoring legislation, agency rules and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; obtaining documentation and research materials; and securing sponsors for bills, amendments, resolutions, proviso language and other legislation, as necessary to accomplish County's legislative an executive branch goals.

5. Identify and discuss with County any areas of potential concern or opportunity for obtaining passage of County's legislative priorities, other issues in the State legislative program, and executive branch issues or projects assigned to Lobbyist.

6. Attend weekly team strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim committee weeks, and report on all matters assigned; and participate in meetings, conference calls, and provide verbal or written reports to County at other times, as directed by the Contract Administrator or designee.

7. Integrate efforts with the County's IABS to ensure strong, consistent legislative advocacy of County's legislative and executive branch priorities, issues and projects.

8. Consult with County Commissioners, County Administrator, Contract Administrator, and such other persons designated by the Contract Administrator regarding any legislative or executive matter which may impact the County, and take any necessary action, as determined by the Contract Administrator.

9. Prepare and submit written reports, as required by the Contract Administrator, regarding the status of assigned issues and projects, progress made to achieve such matters, including regular weekly status reports, as provided in Exhibit D, during session and interim committee weeks, an end-of-session report upon the conclusion of any regular or special session; and a report relating to any County legislative or executive branch issue or project assigned.

Exhibit B – Subject Areas

a) Appropriations/Project Funding

b) County Revenue/Expenditure Issues

c) Transportation Issues/Transit Funding

d) Aviation Issues/Funding

e) Seaport Issues/Funding

f) Environmental Issues/Permitting

g) Everglades Restoration/ Fla. Forever

h) Human Services Issues/Funding

i) Criminal/Juvenile Justice Issues

j) Building Code/Construction/Permitting Issues

k) Business Development/Green Initiatives

l) Finance and Taxation

m) Consumer Services and Insurance Issues

n) Public Works-General/Funding

o) Water & Wastewater Infrastructure Projects

p) Local Government Preemption

q) Economic Development/Int'l. Trade Issues

r) Tourism/Commerce

s) Human Resources/Employee Benefits/FRS

t) Home Rule Authority Protection

u) Health Care Access/Funding/Medicaid

v) Affordable Housing/Community Development

w) Telecommunications/E-Commerce

x) Unfunded Mandates

y) Solid Waste/Recycling/Waste to Energy

z) Growth Management/Planning & Zoning

aa) Emergency Management/Disaster Mitigation

bb) Courts Issues/Funding

cc) Constitutional Officers Issues

dd) Libraries Funding

ee) Parks and Recreation

ff) Climate Impacts/Policy Issues

gg) Air/Water Quality Issues

hh) Immigration

ii) Reapportionment/Redistricting

jj) Energy Issues/Funding

kk) Arts and Culture Issues/Funding

ll) Local Bills

Exhibit C – Client List

SEE ATTACHED LIST THAT FOLLOWS

EXHIBIT C – CLIENT LIST

ABBVIE INC

AEROTHRUST HOLDINGS LLC/Miami Tech

ALFRED BENESCH AND COMPANY

ALTERNATE HEALTH USA INC

AMAZON.COM

AMERICAN CONGRESS OB-GYN DISTRICT

AMERICAN HOTEL & LODGING ASSOCATION

AMERICAN TRAFFIC SOLUTIONS

ANIMAL DEFENSE LEAGUE

ARCHER WESTERN - de MOYA JOINT VENTURE

ASHBRITT, INC.

ATLANTIC SAPPHIRE USA, LLC

AUTOMATED HEALTHCARE SOLUTIONS

ASTRAZENECA PHARMACEUTICALS LP

BAYER CORPORATION

BECKER BOARDS

BEQUEST INC

BESTBET

BIOSPINE INSTITUTE

BIRD RIDES INC

BMG MONEY, INC.

BOYNTON BEACH, CITY OF

BROWARD COLLEGE FOUNDATION

BROWARD COUNTY, FL

BROWARD COUNTY SCHOOL BOARD

BROWARD SHERIFF'S OFFICE

CAMILLUS HOUSE, INC.

CARCO GROUP, INC.

CARDINAL HEALTH, INC.

CHAPTERS HEALTH SYSTEM

CHURCHILL DOWNS

CIRCLES OF CARE, INC.

CITRUS HEALTH NETWORK, INC.

CITY OF BOCA RATON

CITY OF DELRAY BEACH

CITY OF HOMESTEAD

CITY OF JACKSONVILLE

CITY OF PENSACOLA, FLORIDA

CJS & FAMILY, LLC

COLONIAL MANAGEMENT GROUP LP

CONDUENT f/k/a XEROX

CONEDISON

CONSUMER HEALTHCARE PRODUCTS ASSOCIATION (CHPA)

CRUISE LINES INTERNATIONAL ASSOCIATION

CSG DEVELOPMENT SERVICES II, LLC

COUNCIL OF FL MEDICAL SCHOOL DEANS

CROWN CASTLE NG EAST LLC

DACCO

DELAWARE NORTH COMPANIES

DELL INC

DDC ADVOCACY LLC

DISH NETWORK LLC

DLRdmv, LLC

DRAFTKINGS AND FANDUEL

EASTERN FLORIDA STATE COLLEGE FOUNDATION

EISAI, INC.

EMERGE AMERICAS LLC

ENVISION HEALTHCARE, INC.

EPILEPSY FLORIDA

FLORIDA A&M UNIVERSITY FOUNDATION

FLORIDA ALTANTIC UNIVERSITY FOUNDATION (FAU)

FLORIDA ASSOC. OF CONVENTIONS/FADMO

FLORIDA ASSOCIATION OF COSMETOLOGY & TECHNICAL SCHOOLS (FACTS)

FLORIDA ASSOCIATION OF FREE AND CHARITBLE CLINICS, INC.

FLORIDA CHILDREN'S SERVICES COUNCIL

FLORIDA COALITION AGAINST DOMESTIC VIOLENCE

FLORIDA HEALTH CLUB/IRSHA

FLORIDA JUVENILE JUSTICE ASSOCIATION

FLORIDA LONG-TERM HEALTHCARE

FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES

FLORIDA PENINSULA INSURANCE

FLORIDA PODIATRIC MEDICAL ASSOCIATION

FLORIDA POLYTECHNIC UNIVERSITY FOUNDATION

FLORIDA POWER & LIGHT

FLORIDA RURAL WATER ASSOCIATION

FLORIDA SOCIETY OF OPHTHALMOLOGY

FLORIDA SOCIETY OF PATHOLOGISTS

FLORIDA SOUTHWESTERN STATE COLLEGE

FLORIDA TRANSPORTATION BUILDERS ASSOC.

FOSTER CARE REVIEW, INC.

FOUNDATION FOR SEMINOLE STATE COLLEGE

FRIENDS OF MIAMI-DADE COLLEGE

GETAROUND, INC.

GLAM SQUAD

GLOBAL TEL LINK - State

GLOBAL TEL LINK - Hillsborough County

GCOM SOFTWARE LLC

HALIFAX HEALTH

HALLANDALE BEACH, CITY OF

HARRIS CORPORATION SLERS

HARRIS CORPORATION - MIAMI AREA PRJTS

HCR MANOR-CARE

HEALTHCARE DISTRIBUTION ALLIANCE

HEALTH CARE DISTRICT OF PALM BEACH COUNTY

HEERY INTERNATIONAL

HEINEMANN AMERICAS, INC.

HNTB CORPORATION

HONDA NORTH AMERICA

HOUSING TRUST GROUP

IGT GLOBAL f/k/a GTECH Corporation

INTERNATIONAL ATLANTIC LLC

INVESTMENT CORP. OF PALM BEACH

JACKSONVILLE PORT AUTHORITY

JACKSONVILLE TRANSPORTATION AUTHORITY

K9s FOR WARRIORS

KIPP MIAMI

KNIGHT ENTERPRISES

KITSON-EVERGREEN LLC

LIBERTY DENTAL PLAN

LIFE CHANGING EXPERIENCES

LIONS EYE INSTITUTE FOR TRANSPLANT AND RESEARCH INC

MALLINCKRODT LLC Pharmceuticals

MARATHON, CITY OF

MARINE TOWING OF TAMPA

MARTIN COUNTY

MAXIM HEALTHCARE SERVICES, INC.

MAX PLANCK FLORIDA FOUNDATION, INC.

MIAMI ART MUSEUM

MIAMI ASSOCIATION OF REALTORS

MIAMI DESIGN DISTRICT ASSOCIATES, LLC

MIAMI EXPRESS TRANSPORTATION COMPANY INC.

MM ENTERPRISES USA, LLC

MOUNT SINAI MEDICAL CENTER

NAIOP TAMPA BAY

NATIONWIDE RETIREMENT SOLUTIONS

NATIONAL STRATEGIES, LLC/AXON(Taser) MIA

NEW YORK YANKEES

NORTH BROWARD HOSPITAL DISTRICT

NORTH CAROLINA OUTWARD BOUND SCHOOL

NORTHPORT HEALTH SERVICES

NOVA SOUTHEASTERN

NR INVESTMENTS

ORANGE COUNTY PROPERTY APPRAISER

ORANGE COUNTY TAX COLLECTOR

OSECOLA LEGISLATIVE EFFORTS, INC.

OUR FUND, INC.

PALM BEACH GARDENS, CITY OF

PALM BEACH AGGREGATES, LLC

PEMBROKE PINES, CITY OF

PENSACOLA STATE COLLEGE FOUNDATION INC

POLK COUNTY BOARD OF COMMISSIONERS

PUBLIC HEALTH TRUST OF MIAMI-DADE CO

RADISE INTERNATIONAL LC

RAI SERVICES COMPANY

RENEW FINANCIAL GROUP LLC (Hillsborough)

RESORTS WORLD MIAMI, LLC

RUBENSTEIN LAW

SAFETY NET HOSPITAL

SAILFUTURE, INC.

SAS INSTITUTE, INC.

SEARCY DENNEY SCAROLA BARNHART & SHIPLEY

SECURE DEMOCRACY

SENTRY DATA SYSTEMS

SESCO CEMENT FLORIDA, LLC

SHANDS HEALTHCARE

SPRING OAKS GREENHOUSES, INC.

SOLAR SPORTSYSTEMS, INC.

SOUTHEAST HIGHWAY, GUARDRAILS & ATTENUATORS

SOUTHERN WINE & SPIRITS OF AMERICA, INC.

STEARNS WEAVER MILLER

STEPHENSON, AMIE (CLAIMS BILL/BLOCK)

STRATEGIC PROPERTY PARTNERS LLC

SYNERGY WELLNESS

TAKATA

TALK OF THE TOWN, INC.

TAMPA GENERAL HOSPITAL

TAMPA PORT AUTHORITY

TEACH FOR AMERICA, INC.

TECO ENERGY, INC.

TECHNOLOGY FOUNDATION OF THE AMERICAS

THE MOSAIC COMPANY

THEA via Floridian Partners

THE CHILDREN'S MOVEMENT OF FLORIDA

THE GEO GROUP INC

THE HEAT GROUP

THE FLORIDA AQUARIUM

THE HARROD GROUP

THE PRIVATE SUITE

TITAN AMERICA LLC

TOWN OF PALM BEACH

TRUGREEN

TUSK STRATEGIES

UNITED HEALTHCARE, INC.

ULTIMATE HEALTH PLANS

UNIVERSITY OF FLORIDA FOUNDATION

UNIVERSITY OF MIAMI

US SUGAR CORPORATION

VERIZON WIRELESS

VITALMD GROUP HOLDING, LLC

VOICES FOR CHILDREN FOUNDATION, INC.

WALGREEN COMPANY

WEATHERSTEM

WENDOVER HOUSING PARTNERS

WINDSTORM MITIGATION, INC.

YOUTH OPPORTUNITY

3M COMPANY

WEEKLY REPORT

Please use and submit this completed form when providing us with updates.
**If you do not report member meeting(s), keep a list for the final session report.*

Lobbyist

Issues discussed *(includes bills, amendments, and member meetings*) brief summary about how it affects County)*

Follow Up/Conclusion

BERTHA W. HENRY, County Administrator
115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

December 6, 2019

Via First Class U.S. Mail and Electronic Mail

Brian D. Ballard, President
Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301
Email: ballard@ballardfl.com

Re: Notice of Renewal – Agreement between Broward County and Ballard Partners, Inc., for State Legislative and Executive Branch Representation Services, Dated March 1, 2019

Pursuant to Sections 4.2 and 11.9 of the, this letter serves to notify you that Broward County has elected to exercise its option to renew the above reference for a one (1) year period beginning January 1, 2020 and ending on December 31, 2020. In accordance with Section 4.4 of the Agreement, the monthly compensation rate during this renewal period will be the same as presently provided in Section 5.1, namely $4,500.00 per month.

Except for the renewal period change, all terms and conditions of the Agreement shall remain in full force and effect, and applicable throughout the entirety of the renewal period. If you agree with the renewal and its terms, please execute four copies and return three bearing your original signature to C. Marty Cassini, Intergovernmental Affairs Manager, 100 S. Andrews Avenue, Main Library – 8th Floor, Fort Lauderdale, Florida 33301. Please also provide Mr. Cassini with an electronic copy of the fully executed letter at mcassini@broward.org.

Should have any questions, please contact Mr. Cassini at (954) 357-6440 or (954) 599-8088.

Sincerely,

Bertha Henry
County Administrator

Ballard Partners, Inc.

By: _____
Brian D. Ballard, President

C: Board of County Commissioners
Monica Cepero, Deputy County Administrator
Andrew Meyers, County Attorney
Robert Melton, County Auditor
C. Marty Cassini, Intergovernmental Affairs Manager