



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 West Oakland Park Boulevard • Sunrise, Florida 33351 • Tel: 754-321-0505 • Fax: 754-321-0936

Procurement & Warehousing Services
Mary Catherine Coker, Director
www.browardschools.com

**The School Board of
Broward County, Florida**

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Heather P. Brinkworth
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

December 11, 2019

Brian Ballard, President
Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
Tallahassee, Florida 32301

RE: FY20-161 - Federal and State Lobbying Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Ballard Partners, Inc. This is the result of the School Boards approval on November 6, 2019, for item EE-30. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: John Sullivan, Director, Legislative Affairs
Stephanie G. Zauder, Managing Partner, Ballard Partners, Inc.
Charles High, Purchasing Agent
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: 2019-11-06 10:05 - School Board Operational Meeting

Special Order Request
 Yes No

ITEM No.:
EE-30.

AGENDA ITEM: ITEMS

Time

CATEGORY: EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT: Procurement & Warehousing Services

Open Agenda
 Yes No

TITLE:
Direct Negotiation Agreements - FY20-161 - Federal and State Lobbying Services

REQUESTED ACTION:
Approve the recommendation for the above Direct Negotiation Agreements. Contract Term: January 1, 2020 through December 31, 2022, 3 Years; User Department: Legislative Affairs; Award Amount: \$756,000; Awarded Vendor(s): Alcalde & Fay, Ltd. Inc.; Ballard Partners, Inc.; Becker Poliakoff, P.A.; GrayRobinson, P.A.; Small/Minority/Women Business Enterprise Vendors: None.

SUMMARY EXPLANATION AND BACKGROUND:
Legislative Affairs and Procurement & Warehousing Services had directly negotiated Federal and State Lobbying Services with the vendors Alcalde & Fay, Ltd. Inc., Ballard Partners, Inc., Becker Poliakoff, P.A., and GrayRobinson, P.A. These recommended vendors have strong and reputable representation with The School Board of Broward County, Florida, for lobbying services for the federal and state governments.
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: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact to the District will be \$756,000 for the initial term of the contract. The funding source will come from the Legislative Affairs' operating budget. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreements-4 (4) Supplier Evaluations-4

BOARD ACTION:
APPROVED AS AMENDED
(See Amendment Attached)
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: John Sullivan	Phone: 754-321-
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: **NOV 06 2019**

Signature
Maurice Woods
10/25/2019, 10:59:00 AM

By: *Heather P. Brantford*
School Board Chair

EE-30 Amendment November 6, 2019 SBOM

Motion to Amend (Carried)

Motion was made by Mrs. Good, seconded by Ms. Korn and carried, to amend the contract by adding another item on page 41 to Attachment B, Scope of Services, to read, "24. VENDOR shall serve as the lead lobbyist in Tallahassee and will coordinate in conjunction with the Director of Legislative Affairs, the activities of the other contract lobbyists."

AGREEMENT

2019 **THIS AGREEMENT** is made and entered into as of this 6th day of November, 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
201 East Park Avenue, 5th Floor
Tallahassee, Florida 32301

WHEREAS, VENDOR offered a proposal for Lobbying Services dated August 23, 2019 (hereinafter referred to as "Proposal", **Attachment A**) which is incorporated by reference herein in response to a direct negotiation; and;

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

WHEREAS, pursuant to the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for professional services.

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, 2020** and conclude on **December 31, 2022**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

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: Proposal submitted by VENDOR

2.03 **Description of Services Provided.** VENDOR shall provide SBBC with the Scope of Services as proposed in VENDOR's Proposal and pursuant to the Scope of Services which is attached hereto and incorporated herein as **Attachment B – Scope of Services**.

2.04 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement at a monthly cost of Five Thousand Dollars (\$5,000) per month for thirty-six (36) months, for a total of \$180,000 for the initial term of the Agreement. SBBC shall remit payment to VENDOR within at least 30 days after receipt of monthly invoice. This cost will provide full-scale, comprehensive representation at the executive and legislative levels of the state government as provided in the Scope of Services, **Attachment B**.

2.05 **Disclosure of Education Records and Employee Information.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to VENDOR. Should vendor come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

2.06 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **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 applicable 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 the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **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.

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

(c) **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.

(d) **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 SBBC's denial of some or all of any VENDOR's claims for payment.

(e) 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 unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, 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 Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) 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.

2.08 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
Fort Lauderdale, Florida 33301

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

To VENDOR: Brian Ballard, President
Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
Tallahassee, Florida 32301

With a Copy to: Stephanie G. Zauder, Managing Partner
Ballard Partners, Inc.
401 E. Las Olas Boulevard
Fort Lauderdale, Florida 33301

2.09 **Background Screening.** VENDOR shall 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.

2.10 **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 transfers 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, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Agreement.

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 **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.

3.05 **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. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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 **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.

3.07 **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.

3.08 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **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.

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

3.11 **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.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **Agreement 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.

3.20 **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.

3.21 **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.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Heather P. Brinkworth, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Digitally signed by
Eric Abend
Reason:
BallardPartners 2019
Date: 2019.10.22
13:37:26 -04'00'

Office of the General Counsel

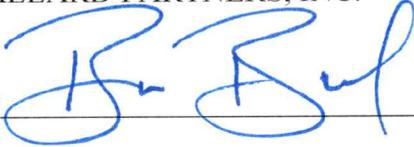
[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]



(Corporate Seal)

FOR VENDOR:

BALLARD PARTNERS, INC.

By 

Print Name: Brian D. Ballard

Title: President

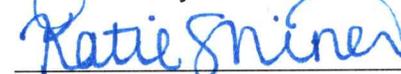
ATTEST:

_____, Secretary

-or-



Witness Cynthia H. Davis



Witness Katie Shiner

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 21st day of October, 2019 by Brian D. Ballard, President of

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

Name of Corporation or 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 – Notary Public

(SEAL)



Shanna Kaye Crawley
Printed Name of Notary

January 4, 2023
Notary's Commission No.



**SCHOOL BOARD OF BROWARD COUNTY
STATE LOBBYING PROPOSAL
AUGUST 23, 2019**

SUBMITTED BY

STEPHANIE GRUTMAN ZAUDER, MANAGING PARTNER
BALLARD PARTNERS FORT LAUDERDALE
C. 954.817.8007 E. Stephanie@ballardpartners.com

KATHERINE SAN PEDRO, PARTNER
BALLARD PARTNERS MIAMI
C. 305.206.6725 E. Katherine@ballardpartners.com

EXPERIENCE. DEDICATION. RESULTS.



About Ballard Partners

Ballard Partners, led by Brian Ballard, is the largest, most influential Government Relations firm in Florida. Founded in 1998 and headquartered in Tallahassee, Ballard Partners has offices and top talent in every major region of the state including Miami, Ft. Lauderdale, West Palm Beach, Tampa, Orlando, and Jacksonville. In 2017, we expanded our operations to the federal level, opening an office in Washington, DC. State and local level advocacy is the cornerstone of our practice, but we have grown with the needs of our clients to serve them at all levels and in all capacities.

Our ability to deliver results comes from our extensive experience in a broad range of services including government relations, crisis communications, coalition building, grassroots mobilization, and strategic community relations.

We are proud of our reputation as the top firm in Florida and our long list of satisfied and successful clients. Whether it's passing industry changing legislation, securing hundreds of millions of dollars in appropriations, or navigating complex advocacy campaigns - our clients consistently achieve their goals.

Ballard Partners Offices

7 Florida Offices – 1 Washington DC Office - 33 Government Relations Experts



EXPERIENCE. DEDICATION. RESULTS.



Ballard Partners Clients

Ballard Partners represents over 200 unique and diverse clients: global innovators, disruptive technologies, major league sports dynasties, fortune 500 companies, government agencies, non-profit organizations to name just a few. Our clients are our family, many of which we have represented for decades. We pride ourselves on client satisfaction and retention. Meet a few of our outstanding clients.



EXPERIENCE. DEDICATION. RESULTS.

BALLARD | PARTNERS

Ballard Partners Team

Our distinct advantage comes from our highly skilled, bipartisan team. Our Partners join our firm after serving in senior positions at the highest levels of local, state and federal government, business, politics, and media. Our team includes former elected officials, agency secretaries, chiefs of staff, county managers, policy directors, political leaders and grassroots experts. Passionate and persuasive advocates, who have cultivated lifelong relationships with key leaders and decision makers throughout the state and country.

The key personnel assigned to School Board of Broward County will be Brian Ballard, Stephanie Grutman Zauder, and Katherine San Pedro. Beyond the primary contacts, all of the Firm's principals and resources can be utilized as necessary. It is our combined policy expertise and relationships at all levels of government that make us uniquely qualified to achieve your goals.

**Brian D. Ballard, President**

Named among the top 10 Republicans in Florida by Campaign & Elections and among the 18 to watch in 2018 by Politico Playbook Power List, Brian has earned a reputation as a tireless, aggressive and effective advocate for his clients' interests. His accomplishments span over 25 years and include legislative successes on hundreds of policy and funding initiatives in Florida and Washington, DC. Before establishing Ballard Partners, Brian served as managing shareholder for Bryant Miller Olive P.A. He currently serves as counsel to Panza,

Maurer & Maynard, P.A. Brian served as chief of staff in the Executive Office of the Governor, developing a special interest in environmental issues. Among his accomplishments, Brian served as chief architect of Preservation 2000, the largest public acquisition program for environmentally sensitive lands in the nation. He also served as Florida's chief negotiator with the U.S. Department of the Interior to end offshore drilling along the state's southeast coastline and the Florida Keys. Brian and his wife, Kathryn, were chosen by three Governors to co-chair the Inaugural Committees that planned and executed the events surrounding the inaugurations of Governor Charlie Crist, Governor Rick Scott, and most recently Governor Ron DeSantis. Brian's political portfolio includes significant roles in presidential campaigns including the historic election of President Donald J. Trump. He was an integral player in the President's successful Florida campaign serving as Chairman of Trump Victory and leading the campaign's finance efforts in Florida. Brian also had the honor of serving as a member of the Electoral College casting his vote for President Trump. The President-elect appointed Brian to serve as Vice Chairman of the Inaugural Committee and as a member of the Presidential Transition Finance Committee.

PAGE 4 | 12

EXPERIENCE. DEDICATION. RESULTS.

BALLARD | PARTNERS



Stephanie Grutman Zauder, Managing Partner Fort Lauderdale

Stephanie brings nearly two decades of experience in government relations, non-profit management, and political consulting. She began her career in 1999 as a senior aide to then State Representative now Congresswoman Debbie Wasserman Schultz. Stephanie went on to serve as the Executive Director Florida Planned Parenthood's Statewide Association. In 2009, she was tapped by Florida CFO Alex Sink to serve as her Deputy Chief of Staff and restructure the CFO's Capitol Office. Prior to joining Ballard Partners,

Stephanie served as the Director of the Florida Senate Democratic Caucus leading them in historic fundraising and caucus gains. Throughout her career, Stephanie worked on the successful campaigns of dozens of elected officials at the local, state, and federal levels. Stephanie recently served as the Co-Chair for Commissioner Nikki Fried's Inauguration and serves on the boards of the Downtown Council for the Greater Fort Lauderdale Chamber of Commerce, the Broward Education Foundation, the Village Square Advisory Board, and her local PTA. Stephanie is a second-generation Miami native with deep roots throughout Miami-Dade, Broward, and Palm Beach Counties. She lives in Weston with her husband Jason and their two kids.



Katherine San Pedro, Partner Miami

Recognized as a rising star in Florida politics, Katherine San Pedro joined Ballard Partners in 2017 as the firm's youngest Hispanic Partner. Bringing extensive political, legislative and public relations experience to the team, Katherine most recently served as Regional Director of External & Legislative Affairs for AT&T Florida, where she managed the telecommunication giant's legislative and community based initiatives, new technology deployment and infrastructure investments in Miami Dade,

Monroe, Lee and Collier Counties. Prior to going to the private sector, she served as legislative assistant to both Florida House Representative Bryan Avila and Florida House Speaker Pro Tempore Jeanette Núñez, and adds political campaign management of local, state and congressional races to her list of professional experience. Named one of SaintPetersBlog's 2014 "30 Under 30 Rising Stars in Florida Politics," she holds a bachelor's degree from the University of Miami, and is actively engaged in her community serving on the Board of Directors for the Miami Beach Chamber of Commerce, Actor's Playhouse and WOW Center in Miami.

PAGE 5|12

EXPERIENCE. DEDICATION. RESULTS.

BALLARD | PARTNERS

Ballard's Client Driven Strategic Approach



Scope of Services

It has been a great privilege to serve as a member of the lobbying team for the School Board of Broward County for the past three years. In our current role we represent the district at the Executive Branch level which limited our ability to provide with the full scope of resources available at Ballard Partners. In this proposal we are offering a much broader scope of services to include Legislative and Executive Branch Representation, Strategic Planning, and Stakeholder Outreach Services for the School Board of Broward County.

In this enhanced proposal you will have two full-time partners- Stephanie Grutman Zauder and Katherine San Pedro providing your day-to-day, year-round, Government Relations services. Additionally, you will have access to our full team of 33 government relations experts with decades of experience and relationships- including former legislators, chiefs of staff, agency heads, and cabinet members. Ballard Partners also provides all of our Legislative clients with rapid response support during the most critical last two weeks of session. When every second is critical and you are needed everywhere, we have three full-time senior legislative trackers based on the Fourth Floor of the Capitol reading every amendment, tracking every floor action, monitoring every debate and providing real time alerts so you never miss an opportunity to weigh in on the issues that matter the most.

At Ballard Partners it all starts with teamwork. We are committed to working collaboratively with your in-house government relations team, contract lobbyists, board members, staff and stakeholders to ensure that all meetings are covered, all issues are flagged, all relationships are leveraged and you achieve the best overall results.

EXPERIENCE. DEDICATION. RESULTS.

BALLARD | PARTNERS

Scope of Services:

- 1. VENDOR shall represent the SBBC and the Superintendent of Schools [hereinafter referred to as "Superintendent"].**

Ballard Partners has been a fixture in Florida government and politics since 1998 and has operated continuously for 21 years. We currently service well over one hundred clients on a host of legislative, administrative and regulatory matters before almost all agencies of state government and we will provide a full scope of state government relations and lobbyist services for SBBC. Since our formation, we have engaged in a multitude of successful legislative and executive branch lobbying efforts. Currently, the Firm represents an array of diverse clients, each with a varied and individual agenda within the construct of Florida government. Each of our partners works with their assigned clients to develop a tailored strategy to help them accomplish their goals.

- 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.**

Ballard Partners is committed to working collaboratively with the SBBC, the Superintendent, the in-house government relations team, and the other lobbying firms. We will attend meetings, workshops, board meetings and strategy sessions regularly to help SBBC build your legislative agenda and advocate for it. Additionally, we will provide regular reports and updates as appropriate and assist SBBC with navigating state issues and agencies throughout the year. Our Fort Lauderdale office is just blocks away from the KC Wright Administration Building and we can be available for meetings at any time with limited notice.

- 3. VENDOR shall participate in the development and promotion of the SBBC's state legislative program.**

Prior to the Legislative Session, Ballard Partners will conduct meetings as needed with the SBBC, individual board members, the Superintendent, and your in-house team to identify your priorities and develop your legislative agenda. During Committee Weeks and Legislative Session, we will work collaboratively with the team to monitor and advocate for the District's priorities, including but not limited to, monitoring and tracking legislation, attending committee meetings, meeting with key stakeholders and decision makers, and providing regular reports on our activities.

- 4. VENDOR shall perform and participate in specific legislative tasks as assigned.**

Over the past three years, we have built a strong working relationship with the in-house government relations team at SBBC. Together we would identify specific tasks, projects and goals for each team member. As the largest statewide lobbying firm in Florida, Ballard Partners has offices in every region of the state and dozens of partners that come from the highest levels of local and state government including former agency heads, chiefs of staff, legislators, and cabinet

PAGE 7 | 12

EXPERIENCE. DEDICATION. RESULTS.

BALLARD | PARTNERS

members. We leverage all of our partners, their expertise and relationships to provide each of our clients with a broad range of services to meet their needs.

- 5. Executive branch lobbyist and legislative branch lobbyist shall establish and maintain positive working relationships with both branches of state government to enhance necessary intergovernmental relations beneficial to the SBBC.**

Ballard Partners is committed to supporting our lobbying partners to accomplish SBBC's goals. We will continue to work together and treat each other with the highest level of respect and esteem. We are most successful for our clients when we work together to coordinate efforts, leverage relationships and maximize our strengths. As the largest statewide lobbying firm in Florida, we frequently come in contact with other firms and have found that maintaining good, long-term relationships with other lobbying firms is good for Ballard Partners, our industry, and most importantly our clients. We look forward to continuing to work together to accomplish SBBC's goals.

- 6. VENDOR shall arrange meetings with appropriate agency officials, State Board of Education members, legislators, and Cabinet officials as requested.**

Prior to Legislative Session, Ballard Partners will work with the SBBC team to build a strategic plan to identify our specific session responsibilities including committee responsibilities, decision maker targets, priority meeting targets, and a timeline for deliverables. The session plan will include maximizing your advocacy efforts during "Rally to Tally". Broward County Schools does a fantastic job of educating and mobilizing brilliant students, teachers, staff, and School Board Members to advocate for public education and we look forward to helping you amplify their efforts with meaningful meetings and experiences.

- 7. VENDOR shall advocate for the SBBC's legislative program and legislative priorities.**

The SBBC priorities are Ballard Partner's priorities and we will leverage every resource and relationship available to us to advocate for you.

- 8. VENDOR shall coordinate representation of the 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;**

Ballard Partners will work with the SBBC team to identify our specific pre-session responsibilities including committee responsibilities, decision maker targets, priority meeting targets, and a timeline for deliverables.

- **Coordinate legislative activities, duties and responsibilities with the Superintendent or his designee; and**

PAGE 8 | 12

EXPERIENCE. DEDICATION. RESULTS.

BALLARD | PARTNERS

Prior to Session Ballard Partners will work with the SBBC team to identify our specific session responsibilities including committee responsibilities, decision maker targets, priority meeting targets, and a timeline for deliverables.

- **Provide any written reports as may be required by the SBBC or the Superintendent or his designee.**

Reporting: Our goal is to provide you with the information you need when you needed. Unless otherwise requested we will provide reports in the following timeline:

Pre-session- Weekly reports and immediate communications when relevant intel gathering.

Committee weeks- immediate communications on relevant committee votes and weekly reports.

Session- Weekly reports and daily communication during the final three weeks of session. **Post**

Session- We will prepare a final session report to be compiled by Government Relations for the SBBC, the Superintendent, staff and other stakeholders, as directed by SBBC

9. VENDOR must coordinate efforts with members of lobbying team to maximize value.

Ballard Partners is committed to working collaboratively with the SBBC, the Superintendent, the in-house government relations team, and the other lobbying firms.

10. VENDOR will provide a dequate staffing for District representation at appropriate committee meetings.

Ballard Partners will provide SBBC with two full-time partners to manage our specific day to day responsibilities. Additionally, you will have access to over 35 of our partners, administrative staff, and interns to fill in when we need extra help with things like monitoring committee meetings, tracking bills, and staffing events such as "Rally to Tally". Additionally, during the last two weeks of Session, Ballard Partners has 3 full-time senior administrative staff on the Fourth Floor of the Capitol and providing access to in enhance your work as needed.

11. VENDOR to articulate plan for Board member's involvement with FSBA and Consortium as part overall legislative strategy.

FSBA and Consortium are important allies in education and Broward Schools is fortunate to have Board Members who are so involved and engaged in both organizations. Ballard Partners will work with the SBBC team to include components in our strategic plan maximizing your advocacy efforts through greater coordination with FSBA and Consortium.

12. VENDOR to develop out-of-session plan to engage legislators and advocate District priorities.

Over the past three years through Ballard Partners involvement in the community with stakeholder groups including the MSD Victims Fund, the Broward Education Foundation, the PTA

PAGE 9 | 12

EXPERIENCE. DEDICATION. RESULTS.

BALLARD | PARTNERS

and many others we provided the SBBC team with new and innovative ways to engage legislators.

One specific example is our recommendation to the Broward Education Foundation to partner with the Broward Delegation to host a breakfast at the annual Broward Delegation Workshop with the School Board, County Commission and League of Cities. This new breakfast forum has a fantastic turnout and provides a wonderful opportunity for multiple layers of Broward County Government to focus on public education. Prior to the change, the Broward Education Foundation would host a holiday party with limited legislator participation.

13. 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.

- All Pre-Session Legislative Committees;
- Legislative Committees;
- 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.

As mentioned above, Ballard Partners will work with the SBBC team to build a robust strategic plan to formalize all of our responsibilities including committee responsibilities, meeting participation, stakeholder advocacy, decision maker targets, priority meeting targets, and a timeline for reporting and deliverables.

14. VENDOR will 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.

PAGE 10 | 12

EXPERIENCE. DEDICATION. RESULTS.

BALLARD | PARTNERS

- **Visits with legislators:**
 - 1) **Recommend group or individual visits based on Board member feedback and legislative 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.**

Broward County is so fortunate to have a fantastic group of involved and engaged public education experts and advocates serving on the School Board. Additionally, Broward County has a very supportive business community and influential stakeholder groups. We can do so much more to leverage our resources and maximize SBBC advocacy opportunities outside of Broward County. Ballard Partners will evaluate past activities and assist your team in developing a plan to amplify Board Member advocacy efforts

15. VENDOR to engage legislators when not in session (with particular focus on non-delegation members), and encourage school visitation.

Ballard Partners is committed to meeting with legislators and encouraging school visits throughout the year. Additionally, there may be opportunities to use technology to assist with the process and alleviate the cost and burden of travel on legislators.

16. VENDOR to participate in planning and content development for Legislative Education & Action Resource.

Broward County Schools does a fantastic job of educating and mobilizing students, teachers, staff, and School Board Members to advocate for public education. We need to continue that process with parents. Ballard Partners can assist your staff with creating content for weekly blast emails and action alerts. Ballard Partners Ft. Lauderdale office specializes in coalition building, grassroots advocacy, and outreach activities. We have three staff members dedicated to community organizing efforts.

17. VENDOR will participate in School Board Workshop(s) to present and discuss legislative plan.

Ballard Partners will continue to participate in School Board Workshops and School Board Meetings as necessary.

18. VENDOR will ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals utilizing knowledge of performance accountability systems.

As mentioned above, Ballard Partners will work with the SBBC team to build a robust strategic

PAGE 11 | 12

EXPERIENCE. DEDICATION. RESULTS.


 BALLARD | PARTNERS

plan to formalize all of our responsibilities including committee responsibilities, meeting participation, stakeholder advocacy, decision maker targets, priority meeting targets, and a timeline for reporting and deliverables. This document can also be used to measure our performance and hold each of the members of the lobbying team accountable..

19. VENDOR will plan to leverage existing District partnerships to cross-promote common legislative issues.

Building coalitions just requires a uniting issue and an ask. Broward County Schools already has a very supportive business community and influential stakeholder groups committed to public education. We need to take advantage of their relationships to advocate for your work. When the legislature is not in Session, we should set a goal to meet with 10 partners and ask for their help. Ballard Partners is happy to help you build a plan to develop a coalition of advocates.

20. VENDOR will participate in utilization of performance evaluation instrument.

Ballard Partners will participate in any performance evaluations.

Consulting Fee Structure

Ballard Partners will provide full-scale, comprehensive representation at the Executive and Legislative Branches of Government for the School Board of Broward County in accordance with the scope of services. Ballard Partners proposes an annual fee of \$60,000 payable in 12 equal monthly installments of \$5,000 not inclusive of the reasonable and pre-approved costs associated with the representation, such as lobbyist registration fees.

SCOPE OF SERVICES

1. VENDOR shall represent SBBC and the Superintendent of Schools for executive and legislative state lobbying services.
2. VENDOR shall meet with SBBC and Superintendent or designee(s) and confer with respect to state legislative issues regarding The School Board's fiscal and programmatic interests.
3. VENDOR shall participate in the development and promotion of SBBC's state legislative program.
4. VENDOR shall perform and participate in specific legislative tasks as assigned.
5. VENDOR shall establish and maintain positive and working relationships with both branches of the state government to enhance necessary intergovernmental relations beneficial to SBBC.
6. VENDOR shall arrange meetings with appropriate agency officials, State Board of Education members, legislators, and Cabinet officials as requested.
7. VENDOR shall advocate for SBBC's legislative program and legislative priorities.
8. VENDOR shall coordinate representation of SBBC and Superintendent in local and state conferences and meetings related to state legislative and governmental issues as requested by the Superintendent.
9. VENDOR shall perform all routine legislative duties during the pre-session committee meetings and the legislative session.
10. VENDOR shall coordinate legislative activities, duties, and responsibilities with the Superintendent or his designee(s).
11. VENDOR shall provide written reports as may be required by SBBC or the Superintendent or his designee(s).
12. VENDOR shall coordinate efforts with members of the lobbying team to maximize value.
13. VENDOR shall provide adequate staffing for SBBC representation at appropriate committee meetings.
14. VENDOR shall articulate a plan for The School Board's involvement with the Florida School Board Association (FSBA) and Consortium as a part of the overall legislative strategy.
15. VENDOR shall develop an out-of-session plan to engage legislators and advocate SBBC's priorities.

SCOPE OF SERVICES

16. 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.
- (a) All Pre-Section Legislative Committees;
 - (b) Legislative Committees;
 - (c) Regular and Extended Legislative Sessions;
 - (d) Broward Delegation Meetings;
 - (e) Greater Florida Consortium of School Boards;
 - (f) Florida School Board Association (FSBA);
 - (g) Florida Association of District School Superintendents (FADSS);
 - (h) Florida Education Legislative Liaisons (FELL);
 - (i) Staff and School Board Meetings, as determined by the Superintendent;
 - (j) State Cabinet/Agency Staff Meetings, as needed; and
 - (k) 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's legislative programs, and any other relevant activities.
17. VENDOR shall participate in team efforts to plan and facilitate The School Board members's involvement in Broward Days and other visits to Tallahassee including:
- (a) Address with School Board members, staff, and team:
 1. "Hot Topics" for both legislators and School Board members;
 2. "Tips" for the presentation of SBBC's legislative program including talking points; and
 3. "Primer" for new School Board members and staff.
 - (b) Visits with legislators:
 1. Recommend group or individual visits based on School Board member's feedback and legislative preference;
 2. Coordinate appointments for School Board members;
 - a) Set appointments for those requesting an appointment;
 - b) Incorporate appointments by individuals into "master schedule";
 3. Manage logistics (schedule/location changes).
 - (c) Develop an overall strategy to maximize School Board members/staff time impact.
18. VENDOR shall engage legislators when not in session (with particular focus on non-delegation members), and encourage school visitation.
19. VENDOR shall participate in planning and content development for Legislative Education & Action Resource.

SCOPE OF SERVICES

20. VENDOR shall participate in School Board Workshop(s) to present and discuss legislative plan.
21. VENDOR shall ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals utilizing knowledge of performance accountability systems.
22. VENDOR shall plan to leverage existing District partnerships to cross-promote common legislative issues.
23. VENDOR shall participate in utilization of performance evaluation instrument.