

CONTRACT FOR SERVICES

This contract is entered into between Hardee County Industrial Development Authority ("the Client"), 107 East Main Street, P.O. Box 458, Wauchula, FL 33873 and Ballard Partners, Inc. ("the Firm"), 201 East Park Avenue, 5th Floor, Tallahassee, FL 32301.

Recitals

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client's interests relating to Multi-use Corridors of Regional Economic Significance (M-CORES) before the executive agencies of the Florida government; and

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

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

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

1. Term of Agreement. This agreement shall become effective on January 1, 2020 shall remain effective until June 30, 2020. This agreement shall automatically renew for successive six-month periods on the anniversary of the effective date of the agreement unless either party terminates the agreement. Upon renewal this agreement may be terminated within thirty (30) days written notice by either party.

2. Duties of The Firm. It shall be the Firm's duty to advocate the interests of the Client before the executive agencies of Florida government, more specially, including but not limited to, advising the Client regarding the Florida Department of Transportation (FDOT) corridor planning and project, development and engineering process as it relates to the proposed M-CORES corridor between Collier County and Polk County and advocating interests of the Client to the Executive Office of Governor and FDOT as it relates to the final alignment of such corridor that is most beneficial for the residents of Hardee County.

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

4. Compensation. The Firm shall receive from the Client an amount not to exceed \$21,000.00 for the services provided pursuant to this agreement, plus the reasonable costs

associated with the representation, including but not limited to, lobbyist registration fees, excluding costs typically associated with the operation of an office, such as overhead, staff, and equipment. The fee shall be paid in 6 installments of \$3,500.00 a month, beginning January 1, 2020, and continuing to be due on the first of each month until the termination of the agreement. The Firm will bill costs monthly.

5. Public Records. In accordance with the provisions of Section 119.0701, Florida Statutes, the Firm shall keep and maintain all public records that would ordinarily and necessarily be required to be kept by the client and shall provide the public with access to such records, on the same terms and conditions and at a cost as provided by law. Additionally, the Firm shall ensure that all confidential or exempt records are not disclosed, except as authorized by law. The Firm shall also transfer all public records to the client upon termination of this contract, in an electronic format compatible with the information technology systems of the Firm.

6. Miscellaneous. The venue for litigation shall be Hardee County, Florida. Any amendment to this agreement shall be in writing. In any action to interpret and enforce this agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**


By: Thomas Watkins
Title: Chair

Date: 1/16/2020

BALLARD PARTNERS, INC.


By: Brian D. Ballard
Title: President

Date: 1/16/2020