



CONTRACT MODIFICATION No. 4

**PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA
AND
BALLARD PARTNERS, INC.**

This Modification to the CONSULTING SERVICES AGREEMENT (the "Agreement"), effective as of April 1, 2015 ("Effective Date"), by and between the Public Health Trust, an agency and instrumentality of Miami-Dade County, Florida (the "TRUST"), which owns and operates the Jackson Health System, including Jackson Memorial Hospital, located at 1611 NW 12th Avenue, Miami, Florida 33136, and Ballard Partners, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 403 E. Park Ave., Tallahassee, FL 32301 (the "CONTRACTOR") (collectively referred to herein as the "Parties"), and modifies the Agreement with respect to the following ("Modification No. 4"):

WITNESSETH:

WHEREAS, the TRUST entered into the Agreement with CONTRACTOR on May 2, 2013, whereby the CONTRACTOR provides assistance to the Trust with respect to state lobbying services;

WHEREAS, the Parties executed Modification No. 1, which modified the Agreement to add key personnel and increase funding in the amount of \$90,000.

WHEREAS, the Parties executed Modification No. 2, which modified the Agreement to include additional terms and conditions and to exercise the first one-year renewal term for \$235,000.08.

WHEREAS, the Parties executed Modification No. 3, which modified the Agreement to increase funding in the amount of \$185,416.82.

WHEREAS, the Agreement allows for modification of the Agreement by written consent of the TRUST and the CONTRACTOR; and

WHEREAS, the Parties have negotiated this Modification No. 4 in good faith and agree to be bound in accordance with its terms and conditions;

NOW, THEREFORE, and in consideration of the promises and the mutual covenants herein contained, the Parties hereto agree to the modifications as follows:

- I. Article IV. A. of the Agreement is hereby deleted in its entirety and replaced by the following language:

Term. The term of this AGREEMENT shall be for a period of two (2) years commencing on April 1, 2015, through March 30, 2017, with two (2) options to renew of one (1) year each. Renewal may be exercised upon the same terms and conditions at the sole discretion of the Trust, and shall be evidenced in writing as a modification to the AGREEMENT executed and signed by the Trust prior to the expiration date of this agreement or any valid extension thereof. In addition to the aforementioned option periods, the TRUST'S Chief Procurement Officer may extend a non-expired contract for a maximum period of one hundred and eighty (180) calendar days for one time only.

- II. Article III. B. of the Agreement is hereby deleted in its entirety and replaced with the following language:

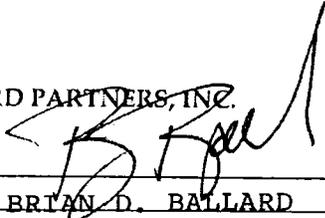
Maximum Contract Value. The TRUST shall have no obligation to pay the CONTRACTOR any additional sum in excess of \$470,000.16, payable on a monthly basis at \$19,583.34, for the term of the Agreement. If additional funding is required, it will be processed pursuant to the prior approval of the TRUST. Any

services undertaken by the CONTRACTOR, prior to any written approval by the TRUST, will be at the CONTRACTOR's sole risk and expense.

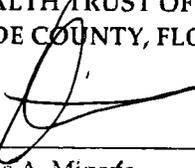
This Modification No. 4 is hereby made a part of the Agreement and is binding upon the TRUST and the CONTRACTOR. All terms and conditions of the Agreement not affected by this Modification No. 4 remain in full force and effect. If any conflict in language exists between the Agreement and any of its Modifications, the language in this Modification No. 4 shall prevail.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Modification No. 4, as of the Effective Date.

BALLARD PARTNERS, INC.

By: 
Name: BRIAN D. BALLARD
Title: PRESIDENT
Date: March 13, 2015

PUBLIC HEALTH TRUST OF
MIAMI-DADE COUNTY, FLORIDA

By: 
Name: Carlos A. Migoya
Title: President and CEO
Date: 3/20/15