

SIXTH AMENDMENT TO THE AGREEMENT

between

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY

and

BALLARD PARTNERS

This Sixth Amendment to the Agreement is made and entered this 11th day of December, 2018, by and between SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY (hereinafter referred to as "SHERIFF") and BALLARD PARTNERS (hereinafter referred to as "CONSULTANT").

WHEREAS, the parties entered into an Agreement for services on February 7, 2013; and

WHEREAS, the parties entered into a First Amendment to the Agreement on January 27, 2014; and

WHEREAS, the parties entered into a Second Amendment to the Agreement on October 17, 2014; and

WHEREAS, the parties entered into a Third Amendment to the Agreement on December 29, 2015; and

WHEREAS, the parties entered into a Fourth Amendment to the Agreement on January 19, 2017; and

WHEREAS, the parties entered into a Fifth Amendment to the Agreement on January 30, 2018; and

WHEREAS, the Agreement, First Amendment and Second Amendment and Third Amendment and Fourth Amendment and Fifth Amendment are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the parties are desirous of extending the term of the Agreement; and

THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The term of the Agreement is extended for one year, expiring January 31, 2020.
3. Except as modified herein, all remaining items and conditions of the Agreement

shall remain in full force and effect.

- The parties agree for purposes of this Sixth Amendment and Agreement, the Sixth Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (.pdf) form are acceptable and shall constitute effective execution and delivery of this Sixth Amendment and Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereby execute this Sixth Amendment to the Agreement on the date(s) set forth below:

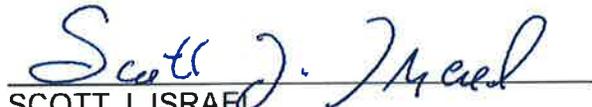
BALLARD PARTNERS



Brian Ballard, President

Date: 12/5/2018

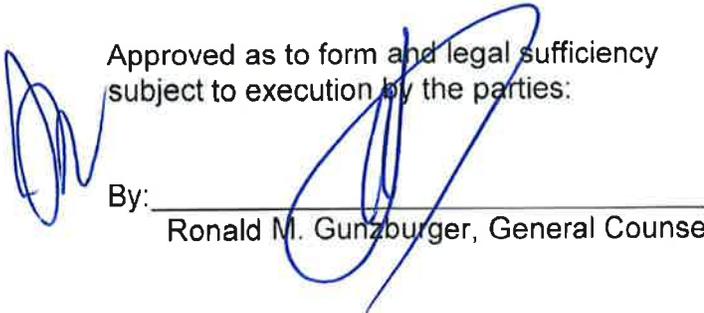
BROWARD SHERIFF'S OFFICE



SCOTT J. ISRAEL
SHERIFF

Date: 12/11/18

Approved as to form and legal sufficiency
subject to execution by the parties:


By: _____
Ronald M. Gunzburger, General Counsel/Executive Director

Date: 12/11/18

AGREEMENT

By and between

THE BROWARD SHERIFF'S OFFICE

and

BALLARD PARTNERS

This is agreement, made and entered into this 7 day of February, 2013 by and between the Broward Sheriff's Office (hereinafter referred to as "BSO") and Ballard Partners (hereinafter referred to as "CONSULTANT")

WHEREAS, CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to BSO's satisfaction for the agreed compensation; and

WHEREAS, BSO wishes to engage CONSULTANT to provide representation in the Florida Legislature and other governmental affair services under an agreement containing mutually satisfactory terms and covenants;

IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, BSO and CONSULTANT, hereinafter collectively referred to as the "Parties," agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document including exhibits, schedules and documents attached hereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference.
- 1.2 **BSO** – means the Broward Sheriff's Office.

- 1.3 **BSO Contract Administrator** - the designee of BSO whose primary responsibility is to coordinate and communicate with CONSULTANT and to manage and supervise performance and completion of this Agreement, as contracted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator.
- 1.4 **Consultant** – means Ballard Partners and its successors and assignees.
- 1.5 **Deliverable(s)** – means all products, goods, work and services to be provided and/or performed by CONSULTANT pursuant to this Agreement.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 Provide a full range of professional 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 BSO's legislative and regulatory interests including, but not limited to, matters contained within BSO's state legislative program; assigned executive branch projects; and other issues or projects of the BSO as assigned by the Contract Administrator or designee.
- 2.2 Effectively communicate BSO's state legislative program and issues to members of Legislature, Governor and Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the state of Florida.
- 2.3 Upon request, arrange meetings for BSO's staff 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 executive branch leaders and key officials within the Governor's Office, Cabinet, and state agencies.
- 2.4 Be available on a 24-hour basis during any Regular Session, extended session, or special session, 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 BSO's legislative and executive branch goals.
- 2.5 Identify and discuss with BSO any areas of potential concern or opportunity for obtaining passage of BSO's legislative priorities, other issues in the state legislative program, assigned executive branch issues or projects assigned to the firm.

- 2.6 Consult with the Contract Administrator regarding any legislative or executive matter which may impact the BSO, and take any necessary action, as determined by the Contract Administrator.
- 2.7 At the request of BSO's General Counsel or designee, CONSULTANT shall meet to discuss the status of CONSULTANT's services provided pursuant to this Agreement.
- 2.8 CONSULTANT shall provide at least fifteen (15) hours of work per week to BSO.

ARTICLE 3
TERMS AND PERFORMANCE

- 3.1 This Agreement shall commence in the date it is executed by the last party to sign and remain in full force and effect for a period of one (1) year, unless otherwise renewed or terminated as provided herein.
- 3.2 CONSULTANT agrees to perform, at all times faithfully, industriously and to the best of his ability, experience and talent; all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement.
- 3.3 This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other void and of no effect and that neither of them has relied on such statement or representations in connection with its dealing with the other.
- 3.4 In the event of a conflict between the terms and conditions set forth in this Agreement, the terms and conditions that are most favorable to BSO shall prevail.

ARTICLE 4
CONSIDERATION

- 4.1 BSO shall pay CONSULTANT Seven Thousand Dollars (\$7,000.00) per month for the services rendered hereunder.
- 4.2 BSO shall pay CONSULTANT on a monthly basis based upon invoices submitted by CONSULTANT to BSO. The invoices shall identify the nature of the work

performed, the total hours of work performed, and the employee performing same. When requested, CONSULTANT shall provide backup for past and current invoices.

ARTICLE 5
INDEMNIFICATION CLAUSE

- 5.1 CONSULTANT shall indemnify, hold harmless and defend BSO, his officers, employees, agents, servants, designees, attorneys, and legal representatives against any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONSULTANT or its Staff. BSO reserves the right to select defense counsel.
- 5.2 Nothing in this Agreement is intended nor shall be construed or interpreted to waive or modify BSO's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may be hereafter amended.
- 5.3 The above indemnification provisions shall survive the expiration or termination of the Agreement.

ARTICLE 6
EEO COMPLIANCE

- 6.1 CONSULTANT shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.
- 6.2 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by BSO, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 6.3 CONSULTANT agrees that compliance with this Article constitutes a condition to this Agreement, and that it is binding upon the CONSULTANT, its successors, transferees, and assignees. CONSULTANT will ensure that all subcontractors are not in violation of this Article.

ARTICLE 7
EXPENSES

CONSULTANT shall be fully and solely responsible for any and all expenses incurred by CONSULTANT in the performance of this Agreement, including, but not limited

to, costs of supplies, fees, licenses, bonds, taxes and all other costs of doing business. CONSULTANT shall not, in any manner, incur indebtedness on behalf of BSO.

ARTICLE 8 TERMINATION

- 8.1 Termination by Mutual Agreement – In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 8.2 Termination for Cause – In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure the material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, BSO's policies and procedures concerning which, CONSULTANT was given prior to notice clearly labeled as important or the terms and conditions of this Agreement.
- 8.3 Termination Without Cause – BSO shall have the right to immediately terminate this agreement without cause by providing CONSULTANT with written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
- 8.4 Termination for Lack of Funds – In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, BSO may provide CONSULTANT with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- 8.5 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 9 CONFLICT OF INTEREST

In providing services under this Agreement, CONSULTANT represents that, upon the execution of this Agreement and continuing throughout the Agreement Term that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between himself, his associates, or any member or employee of BSO. In the event that this statement is not true, CONSULTANT shall immediately provide written notice of same to the Contract Administrator.

ARTICLE 10
RECORDS

- 10.1 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of BSO; and, if a copyright is claimed, CONSULTANT grants to BSO a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of BSO and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.
- 10.2 BSO shall have the right to audit the books, records, and accounts of CONSULTANT. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of CONSULTANT 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, CONSULTANT shall make same available at no cost to BSO in written form.
- 10.3 CONSULTANT shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BSO to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BSO's disallowance and recovery of any payment upon such entry.

ARTICLE 11
INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision

of BSO. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of BSO. No partnership, joint venture, or other joint relationship is created pursuant to this Agreement. BSO does not extend to CONSULTANT or its agents any authority of any kind to bind BSO in any respect whatsoever.

ARTICLE 12
SUBCONTRACTORS

CONSULTANT may not subcontract the performance of its obligations set forth herein without the prior written approval of BSO.

ARTICLE 13
THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor BSO intends to directly or substantially benefit a third party or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party or entity shall be entitled to assert a right or claim against either of them based upon this Agreement.

ARTICLE 14
NOTICES

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, addressed to the party for whom it is intended at the place last specified. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph. For the present, the Parties designate the following:

FOR BSO:

Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Boulevard
Fort Lauderdale, Florida 33312

FOR CONSULTANT:

Brian Ballard, President
Ballard Partners
403 East Park Avenue
Tallahassee, Florida 32301

ARTICLE 15

ASSIGNMENT AND PERFORMANCE

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONSULTANT, under any circumstances, without the prior written consent of BSO.

ARTICLE 16 CRIMINAL HISTORY

- 16.1 CONSULTANT represents that its principal owners, partners, corporate officers and employees do not have any past felony convictions or any pending criminal charges. CONSULTANT has disclosed all such convictions or pending criminal charges to BSO and further agrees to disclose any future convictions or pending criminal charges.
- 16.2 CONSULTANT's employees, agents, servants or representatives directly performing services for CONSULTANT pursuant to this Agreement may be subject to a background screening conducted by BS prior to performing such services. Such screening shall be at the expense of BSO.

ARTICLE 17 FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

ARTICLE 18 NON-DISCLOSURE

- 18.1 CONSULTANT shall not use, commercialize or disclose (a) any reports, studies, data or other information provided by, or obtained from BSO in connection with the services performed under this Agreement including, without limitation, criminal intelligence information, criminal investigative information, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (plans, accounting and financial information, personnel records, and the like) and other information designated as confidential (Confidential Information"), (b) any reports, studies, recommendations, data or other information relating to, or made or developed by CONSULTANT in the course of the performance of such services hereunder, or (c) the results of any such services performed.

- 18.2 If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.
- 18.3 The parties acknowledge that a breach of the provisions of this Article XXVII will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.
- 18.4 The provisions of this Article shall remain in full force and effect and enforceable even after the expiration of this Agreement.

ARTICLE 19
MISCELLANEOUS

- 19.1 It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.
- 19.2 Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 19.3 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.
- 19.4 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 BSO and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

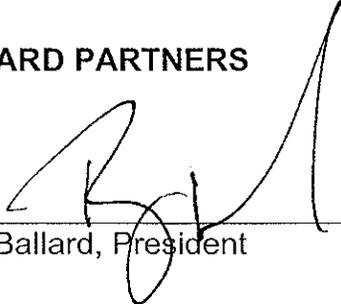
- 19.5 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless 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 Article where they appear, unless the context otherwise requires. Whenever reference is made to an Article of this Agreement, such reference is to the Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Article.
- 19.6 Should a dispute arise between the parties under or relating to this Agreement, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) calendar days, either party may, upon written notice to the other party, require that the dispute be submitted to more senior representatives of each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.
- 19.7 CONSULTANT shall obtain all necessary permits and licenses required to provide the services contemplated herein.
- 19.8 If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the agreement shall remain in full force and effect.
- 19.9 Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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AGREEMENT BY AND BETWEEN SHERIFF OF BROWARD COUNTY, FLORIDA AND BALLARD PARTNERS.

IN WITNESS, the parties hereby execute this Agreement on the dates set forth below:

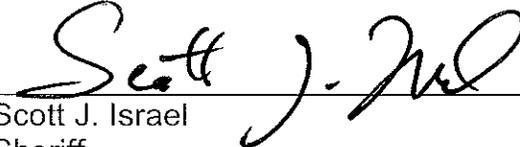
BALLARD PARTNERS



Brian Ballard, President

Date February 4, 2013

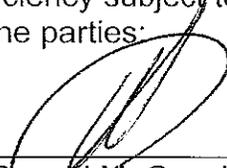
SHERIFF'S OFFICE OF BROWARD COUNTY



Scott J. Israel
Sheriff

Date 2/7/13

Approved as to form and legal sufficiency subject to execution by the parties:

By 

Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date 020713

THIRD AMENDMENT TO THE AGREEMENT

between

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY

and

BALLARD PARTNERS

This Third Amendment to the Agreement is made and entered this 29 day of December, 2015, by and between SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY (hereinafter referred to as "SHERIFF") and BALLARD PARTNERS (hereinafter referred to as "CONSULTANT").

WHEREAS, the parties entered into an Agreement for services on February 7, 2013; and

WHEREAS, the parties entered into a First Amendment to the Agreement on January 27, 2014; and

WHEREAS, the parties entered into a Second Amendment to the Agreement on October 17, 2014; and

WHEREAS, the Agreement, First Amendment and Second Amendment are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the parties are desirous of extending the term of the Agreement; and

THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The term of the Agreement is extended for one year, expiring January 31, 2017.
3. Except as modified herein, all remaining items and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Third Amendment to the Agreement on the date(s) set forth below:

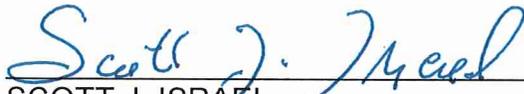
BALLARD PARTNERS



Brian Ballard, President

Date: 12/14/2015

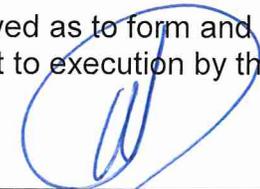
BROWARD SHERIFF'S OFFICE



SCOTT J. ISRAEL
SHERIFF

Date: 12/29/15

Approved as to form and legal sufficiency
subject to execution by the parties:

By: 

Ronald M. Gunzburger, General Counsel

Date: 12/23/15

FOURTH AMENDMENT TO THE AGREEMENT

between

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY

and

BALLARD PARTNERS

This Fourth Amendment to the Agreement is made and entered this 19 day of January, 2017, by and between SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY (hereinafter referred to as "SHERIFF") and BALLARD PARTNERS (hereinafter referred to as "CONSULTANT").

WHEREAS, the parties entered into an Agreement for services on February 7, 2013; and

WHEREAS, the parties entered into a First Amendment to the Agreement on January 27, 2014; and

WHEREAS, the parties entered into a Second Amendment to the Agreement on October 17, 2014; and

WHEREAS, the parties entered into a Third Amendment to the Agreement on December 29, 2015; and

WHEREAS, the Agreement, First Amendment and Second Amendment and Third Amendment are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the parties are desirous of extending the term of the Agreement and updating the public records portion of the Agreement; and

THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The term of the Agreement is extended for one year, expiring January 31, 2018.
3. Section 10.4 of the Agreement (added to the Agreement via the First Amendment) is deleted in its entirety and replaced with the following:

10.4 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONSULTANT must comply with all applicable public records laws. Specifically, CONSULTANT shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Chapter 119 or as otherwise provided by law.
- (c) 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 contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records.
- (e) All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

In the event CONSULTANT receives a public records request related to this agreement and the services provided hereunder, CONSULTANT shall promptly forward the same to SHERIFF for SHERIFF'S records. For purposes of this section, SHERIFF is considered the "public agency".

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MARIE COYNE, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 321-4443 Marie.Coyne@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE, (954) 831-8920.

4. Except as modified herein, all remaining items and conditions of the Agreement shall remain in full force and effect.
5. The parties agree for purposes of this Fourth Amendment and Agreement, the Fourth Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same

instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Fourth Amendment and Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereby execute this Fourth Amendment to the Agreement on the date(s) set forth below:

BALLARD PARTNERS

DocuSigned by:
Brian D. Ballard
479E9907030C493...

Brian D. Ballard, President

Date: 1/17/2017 | 14:27 PM EST

BROWARD SHERIFF'S OFFICE

Scott J. Israel

SCOTT J. ISRAEL
SHERIFF

Date: 1/19/2017

Approved as to form and legal sufficiency
subject to execution by the parties:

By: Ronald M. Gunzburger _____
Ronald M. Gunzburger, General Counsel/Executive Director

Date: 01/19/17

AGREEMENT

By and between

THE BROWARD SHERIFF'S OFFICE

and

BALLARD PARTNERS

This is agreement, made and entered into this 7 day of February, 2013 by and between the Broward Sheriff's Office (hereinafter referred to as "BSO") and Ballard Partners (hereinafter referred to as "CONSULTANT")

WHEREAS, CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to BSO's satisfaction for the agreed compensation; and

WHEREAS, BSO wishes to engage CONSULTANT to provide representation in the Florida Legislature and other governmental affair services under an agreement containing mutually satisfactory terms and covenants;

IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, BSO and CONSULTANT, hereinafter collectively referred to as the "Parties," agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document including exhibits, schedules and documents attached hereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference.
- 1.2 **BSO** – means the Broward Sheriff's Office.

- 1.3 **BSO Contract Administrator** - the designee of BSO whose primary responsibility is to coordinate and communicate with CONSULTANT and to manage and supervise performance and completion of this Agreement, as contracted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator.
- 1.4 **Consultant** – means Ballard Partners and its successors and assignees.
- 1.5 **Deliverable(s)** – means all products, goods, work and services to be provided and/or performed by CONSULTANT pursuant to this Agreement.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 Provide a full range of professional 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 BSO's legislative and regulatory interests including, but not limited to, matters contained within BSO's state legislative program; assigned executive branch projects; and other issues or projects of the BSO as assigned by the Contract Administrator or designee.
- 2.2 Effectively communicate BSO's state legislative program and issues to members of Legislature, Governor and Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the state of Florida.
- 2.3 Upon request, arrange meetings for BSO's staff 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 executive branch leaders and key officials within the Governor's Office, Cabinet, and state agencies.
- 2.4 Be available on a 24-hour basis during any Regular Session, extended session, or special session, 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 BSO's legislative and executive branch goals.
- 2.5 Identify and discuss with BSO any areas of potential concern or opportunity for obtaining passage of BSO's legislative priorities, other issues in the state legislative program, assigned executive branch issues or projects assigned to the firm.

- 2.6 Consult with the Contract Administrator regarding any legislative or executive matter which may impact the BSO, and take any necessary action, as determined by the Contract Administrator.
- 2.7 At the request of BSO's General Counsel or designee, CONSULTANT shall meet to discuss the status of CONSULTANT's services provided pursuant to this Agreement.
- 2.8 CONSULTANT shall provide at least fifteen (15) hours of work per week to BSO.

ARTICLE 3
TERMS AND PERFORMANCE

- 3.1 This Agreement shall commence in the date it is executed by the last party to sign and remain in full force and effect for a period of one (1) year, unless otherwise renewed or terminated as provided herein.
- 3.2 CONSULTANT agrees to perform, at all times faithfully, industriously and to the best of his ability, experience and talent; all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement.
- 3.3 This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other void and of no effect and that neither of them has relied on such statement or representations in connection with its dealing with the other.
- 3.4 In the event of a conflict between the terms and conditions set forth in this Agreement, the terms and conditions that are most favorable to BSO shall prevail.

ARTICLE 4
CONSIDERATION

- 4.1 BSO shall pay CONSULTANT Seven Thousand Dollars (\$7,000.00) per month for the services rendered hereunder.
- 4.2 BSO shall pay CONSULTANT on a monthly basis based upon invoices submitted by CONSULTANT to BSO. The invoices shall identify the nature of the work

performed, the total hours of work performed, and the employee performing same. When requested, CONSULTANT shall provide backup for past and current invoices.

ARTICLE 5
INDEMNIFICATION CLAUSE

- 5.1 CONSULTANT shall indemnify, hold harmless and defend BSO, his officers, employees, agents, servants, designees, attorneys, and legal representatives against any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONSULTANT or its Staff. BSO reserves the right to select defense counsel.
- 5.2 Nothing in this Agreement is intended nor shall be construed or interpreted to waive or modify BSO's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may be hereafter amended.
- 5.3 The above indemnification provisions shall survive the expiration or termination of the Agreement.

ARTICLE 6
EEO COMPLIANCE

- 6.1 CONSULTANT shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.
- 6.2 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by BSO, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 6.3 CONSULTANT agrees that compliance with this Article constitutes a condition to this Agreement, and that it is binding upon the CONSULTANT, its successors, transferees, and assignees. CONSULTANT will ensure that all subcontractors are not in violation of this Article.

ARTICLE 7
EXPENSES

CONSULTANT shall be fully and solely responsible for any and all expenses incurred by CONSULTANT in the performance of this Agreement, including, but not limited

to, costs of supplies, fees, licenses, bonds, taxes and all other costs of doing business. CONSULTANT shall not, in any manner, incur indebtedness on behalf of BSO.

ARTICLE 8 TERMINATION

- 8.1 Termination by Mutual Agreement – In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 8.2 Termination for Cause – In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure the material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, BSO's policies and procedures concerning which, CONSULTANT was given prior to notice clearly labeled as important or the terms and conditions of this Agreement.
- 8.3 Termination Without Cause – BSO shall have the right to immediately terminate this agreement without cause by providing CONSULTANT with written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
- 8.4 Termination for Lack of Funds – In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, BSO may provide CONSULTANT with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- 8.5 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 9 CONFLICT OF INTEREST

In providing services under this Agreement, CONSULTANT represents that, upon the execution of this Agreement and continuing throughout the Agreement Term that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between himself, his associates, or any member or employee of BSO. In the event that this statement is not true, CONSULTANT shall immediately provide written notice of same to the Contract Administrator.

ARTICLE 10
RECORDS

- 10.1 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of BSO; and, if a copyright is claimed, CONSULTANT grants to BSO a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of BSO and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.
- 10.2 BSO shall have the right to audit the books, records, and accounts of CONSULTANT. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of CONSULTANT 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, CONSULTANT shall make same available at no cost to BSO in written form.
- 10.3 CONSULTANT shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BSO to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BSO's disallowance and recovery of any payment upon such entry.

ARTICLE 11
INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision

of BSO. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of BSO. No partnership, joint venture, or other joint relationship is created pursuant to this Agreement. BSO does not extend to CONSULTANT or its agents any authority of any kind to bind BSO in any respect whatsoever.

ARTICLE 12
SUBCONTRACTORS

CONSULTANT may not subcontract the performance of its obligations set forth herein without the prior written approval of BSO.

ARTICLE 13
THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor BSO intends to directly or substantially benefit a third party or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party or entity shall be entitled to assert a right or claim against either of them based upon this Agreement.

ARTICLE 14
NOTICES

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, addressed to the party for whom it is intended at the place last specified. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph. For the present, the Parties designate the following:

FOR BSO:

Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Boulevard
Fort Lauderdale, Florida 33312

FOR CONSULTANT:

Brian Ballard, President
Ballard Partners
403 East Park Avenue
Tallahassee, Florida 32301

ARTICLE 15

ASSIGNMENT AND PERFORMANCE

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONSULTANT, under any circumstances, without the prior written consent of BSO.

ARTICLE 16 CRIMINAL HISTORY

- 16.1 CONSULTANT represents that its principal owners, partners, corporate officers and employees do not have any past felony convictions or any pending criminal charges. CONSULTANT has disclosed all such convictions or pending criminal charges to BSO and further agrees to disclose any future convictions or pending criminal charges.
- 16.2 CONSULTANT's employees, agents, servants or representatives directly performing services for CONSULTANT pursuant to this Agreement may be subject to a background screening conducted by BS prior to performing such services. Such screening shall be at the expense of BSO.

ARTICLE 17 FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

ARTICLE 18 NON-DISCLOSURE

- 18.1 CONSULTANT shall not use, commercialize or disclose (a) any reports, studies, data or other information provided by, or obtained from BSO in connection with the services performed under this Agreement including, without limitation, criminal intelligence information, criminal investigative information, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (plans, accounting and financial information, personnel records, and the like) and other information designated as confidential (Confidential Information"), (b) any reports, studies, recommendations, data or other information relating to, or made or developed by CONSULTANT in the course of the performance of such services hereunder, or (c) the results of any such services performed.

- 18.2 If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.
- 18.3 The parties acknowledge that a breach of the provisions of this Article XXVII will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.
- 18.4 The provisions of this Article shall remain in full force and effect and enforceable even after the expiration of this Agreement.

ARTICLE 19
MISCELLANEOUS

- 19.1 It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.
- 19.2 Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 19.3 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.
- 19.4 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 BSO and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

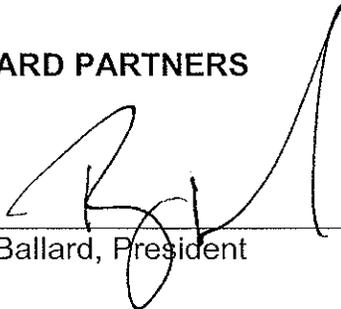
- 19.5 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless 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 Article where they appear, unless the context otherwise requires. Whenever reference is made to an Article of this Agreement, such reference is to the Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Article.
- 19.6 Should a dispute arise between the parties under or relating to this Agreement, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) calendar days, either party may, upon written notice to the other party, require that the dispute be submitted to more senior representatives of each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.
- 19.7 CONSULTANT shall obtain all necessary permits and licenses required to provide the services contemplated herein.
- 19.8 If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the agreement shall remain in full force and effect.
- 19.9 Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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AGREEMENT BY AND BETWEEN SHERIFF OF BROWARD COUNTY, FLORIDA AND BALLARD PARTNERS.

IN WITNESS, the parties hereby execute this Agreement on the dates set forth below:

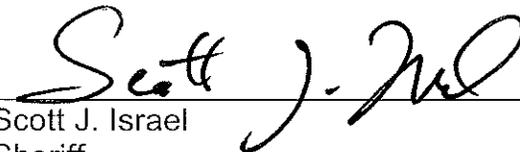
BALLARD PARTNERS



Brian Ballard, President

Date February 4, 2013

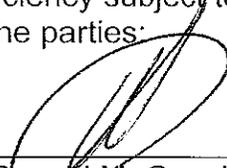
SHERIFF'S OFFICE OF BROWARD COUNTY



Scott J. Israel
Sheriff

Date 2/7/13

Approved as to form and legal sufficiency subject to execution by the parties:

By 

Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date 020713