

**EXTENSION OF STAFF AGREEMENT
BETWEEN
JACKSONVILLE TRANSPORTATION AUTHORITY
AND
BALLARD PARTNERS, INC.**

This Extension of Staff Agreement (“Agreement”) is entered into on this 6th day of May, 2019 by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY** (“Authority”), a body politic and corporate and an agency of the State of Florida whose mailing address is P.O. Drawer “O”, 121 West Forsyth Street, Suite 200 Jacksonville, Florida 32202 and **BALLARD PARTNERS, INC.** (“Ballard”) a Florida Corporation, whose principal address is 403 E. Park Avenue, Tallahassee, Florida 32301. The Authority and Ballard may be referred to hereinafter as “Party” and collectively as the “Parties”.

RECITATIONS

WHEREAS, Ballard entered into an Extension of Staff Agreement with Authority effective June 1, 2016 and amended on June 1, 2017 and April 25, 2018 with an expiration date of May 31, 2019; and,

WHEREAS, the Authority continues to provide various mass transportation services throughout Duval County, Florida, including the design and construction of bridges and highways, express and regular bus service, community shuttles, a downtown Skyway monorail, a trolley service, a Game Day Xpress for various sporting events, paratransit service for the disabled and elderly, and ride request on demand services; and,

WHEREAS, the Authority, in providing the mass transportation services referenced above, continues to require representation before both the local government and state government, including, but not limited to, the Governor’s Office, the Cabinet, the Executive Branch, its departments and agencies, and the State Legislature and its offices as well the Consolidated Government of the City of Jacksonville, the Mayor’s Office, the City Council and regional governmental entities, with respect to matters which greatly impact the Authority and its ability to provide the mass transportation services; and,

WHEREAS, the Authority requires assistance in the development and execution of strategic communications and public affairs for elected and non-elected public officials; and,

WHEREAS, Ballard is in the business of providing such representation and assistance to entities similar to the Authority in Northeast Florida; and,

WHEREAS, The Authority’s Procurement Rule 002 §1.2 (iv) allows the Authority to contract with independent contractors or consultants for temporary extension of staff services that do not exceed twenty-four (24) months except that contracts may be extended when the CEO determines that is in the best interest of the JTA that the contract be extended until the project(s) or tasks have been fully completed or there is no longer any need for the services; and,

WHEREAS, Ballard has an employee with the skills necessary to provide the

representation and assistance needed by the Authority; and,

WHEREAS, the Authority desires to enter this Agreement with Ballard for its employee to provide representation and assistance to the Authority as an extension of its staff for less than twenty-four (24) months or longer if amended and approved by JTA's CEO; and,

WHEREAS, Ballard desires to enter into this Agreement with the Authority for its employee to become an extension of staff to the Authority to provide representation and assistance to the Authority;

WHEREAS, by executing this Agreement the Parties acknowledge and agree that all prior agreements relative to any extension of staff are hereby revoked, and the provisions of this Agreement alone shall be determinative of the conditions pursuant to Ballard shall provide any extensions of staff to the Authority; and,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

TERMS

1. **Scope of Work:** Ballard agrees to provide its employee, John Johnston ("Johnston"), to serve as an extension of Authority staff to provide the Scope of Work ("Services") identified in Exhibit "A". The Authority authorizes Johnston to act as an authorized agent of the Authority subject to the terms and conditions of this Agreement and with the express provision that such authority will not attach to any matter not contemplated by the Services. Ballard acknowledges that the Services may only be assigned by Authority's Chief Executive Officer, Authority's VP Administration and/or Authority's Assistant Vice President of Public Affairs.
2. **Compensation:** During the term of this Agreement, Authority will compensate Ballard for Johnston's satisfactorily performed Services the sum of \$7,500.00 per month. No payment shall be made for Services until after a monthly invoice is received by the Authority from Ballard that details the Services performed by Johnston during the preceding month.
3. **Tax Liability and Benefits:** Ballard agrees that Johnston, as an extension of staff for the Authority, is an independent contractor and it or he will be solely responsible for all taxes and other costs and expenses attributable to the Services provided by him hereunder, and that Ballard and Johnston have taken any and all necessary actions to comply with all applicable federal, state and local laws pertaining to the Services. Ballard hereby agrees to indemnify and hold the Authority harmless from any claim(s) arising from any taxing or other authority from Johnston's own acts or omissions related to the Services performed and/or compensation provided under this Agreement. Ballard acknowledges and agrees that Johnston is not entitled to workers' compensation insurance benefits, unemployment compensation insurance benefits, or any medical or other employment benefits from the Authority and may only receive such unemployment compensation coverage if provided by Ballard or some entity other than the Authority.
4. **Status and Activities of Johnston:** Ballard agrees that Johnston is associated with the Authority as an independent contractor and not as an employee.

A. Johnston's Status: It is understood by the Parties that Johnston is an independent contractor and is not an employee, agent, partner, or representative of the Authority except as authorized in Paragraph 1. As such, Ballard and/or Johnston are responsible, where necessary, to obtain, at their sole cost, workers' compensation insurance, disability benefits insurance, and any other insurances that may be required by law. The Authority will not provide, nor will it be responsible to pay for, benefits for Johnston. Any such benefits, if provided for Johnston, including, but not limited to health insurance, paid vacation, paid holidays, sick leave, or disability coverage of whatever nature, must be obtained and paid for by Ballard and/or Johnston or by other means but in no event will they be obtained and paid for by the Authority.

B. Johnston Determines Manner of Work: Ballard agrees that Johnston, and not the Authority, will be responsible for the manner and scope in which Johnston performs the Services, but Ballard also agrees that all manner and methods employed by him will be subject to approval by the Authority. Notwithstanding that, Ballard agrees that Johnston will at all times conduct himself in an ethical and honest manner and in full compliance with all applicable laws and regulations.

C. Use of Materials Prepared by the Authority: Johnston may use materials prepared by the Authority for purposes of carrying out his obligations under this Agreement. Johnston may use such materials only upon the terms and conditions stated by the Authority from time to time. Johnston may not modify or amend any materials that he is authorized to use without the prior written consent of the Authority. Except as expressly authorized in this Agreement, Johnston shall not have any right to use any name, trademark, copyright, or other designation of the Authority in advertising, publicity or marketing materials. In the event that Johnston desires to produce his own materials referring to the Authority's business, using the Authority's intellectual property, and suggesting any relationship, whatsoever, between him and the Authority, except as otherwise authorized in this Agreement ("Consultant Produced Materials"), Johnston shall submit the Consultant Produced Materials to and obtain advance written approval from an authorized representative of the Authority identified in Paragraph 1 prior to printing and the dissemination of any such Consultant Produced Materials to any third party. The Authority shall have sole discretion to approve or disapprove of all Consultant Produced Materials. All materials furnished to Johnston by the Authority are the property of the Authority, and shall be used only in the manner intended and for the furtherance of the Authority's business. Any materials, including Consultant Produced Materials, in Johnston's possession or control at the termination of this Agreement shall be promptly returned to the Authority.

D. Inapplicability of Authority Policies: Ballard agrees that Johnston shall not be subject to the provisions of any handbook or the rules and regulations applicable to employees of the Authority, since he shall fulfill his responsibilities independent of and without supervisory control by the Authority.

E. Johnston Responsible for Taxes: Ballard agrees that it or Johnston will pay all self-employment taxes and or applicable taxes, including sales taxes and income taxes.

G. Property of Authority: Ballard agrees that all drawings, designs, reports, computer programs, computations, calculations, working papers, documents, instruments or any other materials in any form received or prepared by Johnston in whole or in part during the term of this Agreement and which relate, directly or indirectly, to the Services, are the sole property of the Authority. Johnston shall deliver all such materials to the Authority upon the earlier of completion of the Services or immediately upon the request of the Authority and Johnston shall retain no copies of such materials. Johnston shall promptly and fully disclose to the Authority any copyrightable material prepared in whole or in part during the term of the this Agreement and which relates, directly or indirectly, to the Services and will be considered "work for hire" and the copyright shall at all times be vested in the Authority.

5. Non-Exclusivity: Ballard understands and agrees that Johnston is free to engage in any business and is not required to devote all of his energies exclusively for the benefit of the Authority. Nothing in this Agreement shall be deemed to prohibit Johnston from engaging in such other business activities.

6. Term: The Authority hereby agrees to engage Johnston, and Ballard hereby agrees to provide Johnston to perform the Services for the Authority, during the period commencing as of May 6, 2019 and lasting for twelve (12) months thereafter. The Authority may terminate this Agreement, in whole or in part, by delivering to Johnston a written Notice of Termination. The Authority may terminate the Agreement for its convenience or for failure of Johnston to fulfill any of its obligations hereunder, including without limitation, Johnston's failure to complete work within the required time or Johnston's failure to diligently proceed with the work to the satisfaction of the Authority. Ballard shall have the opportunity to affect a remedy within fifteen (15) days of the Notice of Termination. Upon the Ballard's receipt of a written Notice of Termination from the Authority, Johnston shall: (1) immediately stop all further work unless otherwise directed in writing by the Authority as no compensation shall be paid for any work performed after receipt of such notice (provided however that expense of a nature which cannot be immediately terminated shall be reimbursed at the minimum amount which may reasonably be arranged for such termination, if the Authority concurs); and (2) deliver to the Authority's Project Manager copies of all data, drawings, specifications, reports, estimates, summaries, and other information and materials prepared while performing this Agreement, whether completed or in process, in both paper and electronic formats acceptable to the Authority. In addition, if Johnston has possession of Authority goods, it shall immediately provide the Authority with an accounting of same and protect and preserve those goods until surrendered to the Authority or its agent(s) or otherwise disposed of as directed by the Authority. The compensation set forth in Paragraph 2 terminates immediately upon notification of termination unless the Parties agree otherwise in writing, with a pro rata share due based upon the date of termination of this Agreement, and the Authority shall then be discharged and released of any further obligation to pay Ballard under this Agreement.

7. Waiver: No delay or failure in exercising any right, power, or privilege under the Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any right, power, or privilege

shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege.

8. **Return of Information:** At the termination of this Agreement and upon the Authority's request, Ballard agrees that Johnston shall return to the Authority all Authority property, including any Confidential Information (as defined below), manuals, lists, memoranda and other printed or reproduced material (including information stored on computer readable media) provided by the Authority to Johnston or created by Johnston in connection with the performance of the Services under this Agreement.

9. **Confidential Information:**

- A. **Definition of Confidential Information:** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Additionally, "Confidential Information" shall also include any and all personal, protected or otherwise sensitive information which the Receiving Party might be exposed to during the day to day operations of the Disclosing Party.
- B. **Exclusions from Confidential Information:** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- C. **Obligations of Receiving Party:** Subject to any restrictions or prohibitions imposed by Florida law, Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
- D. **Survival of Nondisclosure Provisions:** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

E. Authority's Rights for Johnston's Breach: Ballard acknowledges and agrees that the Authority would suffer great and irreparable harm if Johnston should breach or violate any of the terms or provisions of the covenants and agreements set forth in this Agreement. In the event that Johnston should breach or violate any of such provisions, Ballard agrees and consents that the Authority shall be entitled to a temporary restraining order and a permanent injunction to prevent a breach or threatened breach of any of the covenants or agreements contained in this Agreement, as well as recovery of its costs and reasonable attorneys' fees expended in enforcing this Agreement. Nothing in this Agreement, however, shall be construed to prohibit the Authority from also pursuing any and all other damages and remedies allowed by law, Ballard having agreed that all remedies shall be cumulative. Ballard understands that a monetary judgment may be rendered against it for Johnston violating these provisions.

10. Reasonableness of Restrictions: Ballard agrees that it has carefully read each and every provision of this Agreement (inclusive of all subparts) hereof and has reviewed each and every one of the Agreement's provisions with Johnston, and having done so, has obtained his written acknowledgement that he is in agreement with each and every provision and agrees to abide by all of the terms of this Agreement. Such acknowledgement will be provided by the individuals' signatures on the signature page of this Agreement. Specifically, Ballard has carefully read and considered the provisions of Section 9 of this Agreement (inclusive of all subparts) hereof and has reviewed its provisions with Johnston, and having done so, agrees that the covenants set forth in Section 9 are fair and reasonable and are reasonably required to protect the legitimate business interest of the Authority. Ballard further agrees that the covenants set forth in this Agreement and specifically Section 9 (inclusive of all subparts) hereof do not unreasonably impair the ability of it or Johnston to conduct any unrelated business or to find other gainful work.

11. Assignment: The Authority may assign the Agreement and the rights hereunder without requirement of consent to any affiliate or successor of the Authority. The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their heirs, successors, and assigns; however, except as otherwise provided in the Agreement, no Party may assign its interest in the Agreement without the prior written consent of the other Party. Ballard may not assign or subcontract this Agreement or any rights or obligations it may have under this Agreement, in whole or in part, without the express written consent of the Authority.

12. Entire Agreement: This Agreement represents the entire agreement between the Parties concerning the Agreement or the Services to be rendered under the Agreement and supersedes any and all other agreements, whether oral or in writing, between the Parties regarding the Services. No provision of this Agreement may be changed, altered, modified or waived except in a writing signed by Ballard and an individual identified in Paragraph 1. The waiver by any Party to this Agreement of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any prior, subsequent, or simultaneous breach.

13. Consent to Forum, Choice of Law & Waiver of Jury Trial: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Florida. Any

action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in Duval County, Florida. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to any such action or proceeding in such venue. The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

14. **Indemnification:** Ballard agrees to indemnify, defend, and hold harmless the Authority and its parents, subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns from and against all liabilities, losses, damages, demands, claims, actions, suits, settlements, judgments, costs, or expenses, including, but not limited to reasonable attorney's fees, and causes of action on account of illness, personal injury or death to employees or any other persons, damage to property of the Authority or others or other loss or liability which may arise from Johnston's negligence or concurrent negligence in performing under this Agreement or Johnston's gross negligence, willful misconduct or strict liability. Notwithstanding the above, in no event shall Ballard be liable to indemnify and hold harmless the Authority from any liability, losses, damages, costs, demands, expenses, claims, suits, actions or causes of action arising out of the sole negligence of the Authority.

15. **Attorneys' Fees and Costs:** The prevailing Party will have the right to collect from the other Party its reasonable attorneys' fees, costs, and necessary disbursements incurred in enforcing this Agreement.

16. **Scrutinized Companies:**

Ballard hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended.

18. **Severability:** In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

19. **Parties Intent:** This Agreement fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. Ballard understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Agreement, that it has not relied on any such representations and that no claim that it has so relied on may be made at any time and for any purpose.

20. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.

21. **Electronic Signatures:** This Agreement and all Ancillary Documents may be executed by

providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.

IN WITNESS WHEREOF, the Parties have executed this Extension of Staff Agreement, effective as of the date indicated above.

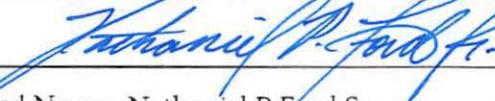
BALLARD PARTNERS, INC.:

By: 
Printed Name: Brian D. Ballard
Title: President

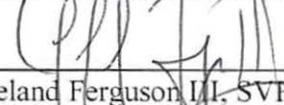
JOHN JOHNSTON:

By: 
Printed Name: John Johnston
Title: Consultant

JACKSONVILLE TRANSPORTATION AUTHORITY:

By: 
Printed Name: Nathaniel P Ford Sr
Title: Chief Executive Officer

APPROVED AS TO FORM:

By: 
Cleveland Ferguson III, SVP/Chief Administrative Officer

Execute in Triplicate Distribution (Electronic):

1. Ballard
2. JTA Contracts Repository
3. JTA Project Manager

EXHIBIT 'A'

SCOPE OF WORK

- Johnston will be familiar with projects and activities of the JTA so that they can advise JTA of pending legislation or regulations that might materially impact those projects and activities, including possible programs or activities for which the JTA may make application.
- Johnston will support in the drafting of legislation and amendments, and secure passage of legislation through the Florida Legislature and signage by the Governor.
- Johnston will represent the Authority during Committee Week held prior to the legislative session.
- Johnston will assist the Authority in the development and execution of strategic communications and public affairs for elected and non-elected public officials.
- Johnston will serve as an advisor on public affairs to JTA's CEO, JTA's Assistant Vice President of Public Affairs, and/or his/her designee.
- Johnston will be accessible to represent and/or accompany JTA's CEO, JTA's Assistant Vice President of Public Affairs, and/or his/her designee, to meetings, presentations, conferences, among others.
- Johnston will work in coordination with JTA staff and other consultants in setting up meetings with elected and non-elected public officials of the State of Florida, Florida's Northeast region, and local key stakeholders to discuss Authority's needs, projects and goals.
- Johnston will represent the JTA, if and when requested, in hearings before various legislative and executive bodies, and in contracts with individuals involved in legislative or executive process, for pre-session, in-session, and post-session periods.
- Johnston will represent the JTA, if and when requested, in non-governmental associations, conferences and seminars across the State of Florida.
- Johnston will assist in securing prompt approval of grant applications, permits and any other necessary official document that has been filed with state and regional agencies.
- Johnston will assist in the preparation, evaluation and execution of JTA's legislative agenda.
- Johnston will assist in securing permits and approvals that might be required from time to time from state government or any of its agencies.
- Johnston will participate in all required meetings, as requested by JTA's CEO, the JTA's Assistant Vice President of Public Affairs, and/or his/her designee.

- Johnston will timely file all required local and state financial reports through the Principal designated by JTA.
- Johnston will submit a report of monthly activities to the JTA's Assistant Vice President of Public Affairs.
- Johnston may be called to assist in other matters related to Government Affairs, and or strategic communication, at a local, regional or national level.
- Johnston will perform services not specifically enumerated but similar in nature as the need might arise from time to time, at the direction of the JTA's Assistant Vice President of Public Affairs, and/or his/her designee.