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CONTRACT FOR SERVICES

THIS AGREEMENT is made this 9th day of November, 2023, by and between Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida, hereinafter referred to as "PCSO" and the consulting firm of Southern Group of Florida, Inc., a Florida Corporation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to the following:

- 1. Southern Group of Florida, Inc. agrees to provide the following services: Provide appropriate legislative monitoring, information/data gathering that is pertinent to law enforcement and detention operations; Attend and provide testimony at appropriate committee meetings; Coordinate and provide information to legislators and appropriate agencies and provide other special testimony as may be appropriate. Report findings to PCSO.
- Southern Group of Florida, Inc. shall invoice PCSO monthly from January
 2024 December 31, 2024, in the amount of \$3,000.00. All payments will be remitted
 P.O. Box 10570, Tallahassee, FL 32302.
- Southern Group of Florida, Inc. cannot and does not make, nor imply, any form of warranty or guarantees regarding the outcome of any legislation, special funding or appropriation passage.
- 4. This Agreement shall remain in full force and effect from January 1, 2024 to December 31, 2024.

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Page 1 of 4

Initials:

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- This Agreement may be terminated by either party for any or no cause by giving advance notice to the other party of not less than thirty (30) days' notice.
- This Agreement and all of the rights and obligations of the Parties hereto shall be governed both procedurally and substantively by and be construed according to the laws of the State of Florida.
- 7. In the event any provisions of the Agreement is held to be unenforceable for any reason, the unenforceable portion thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms and conditions.
- 8. Either Party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The Parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- Southern Group of Florida, Inc., in addition to other contract requirements, agrees to comply with public records laws, specifically to:
- (a) Southern Group of Florida, Inc. shall allow public access to all documents, papers, letters, or other material made or received by Vendor in conjunction with the Agreement/Contract as required by Florida law, unless the records are exempt from Article I, section 24(a), Florida Constitution, or section 119.07(1), Florida Statutes. IF

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SOUTHERN GROUP OF FLORIDA, INC. HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO SOUTHERN GROUP OF FLORIDA, INC.'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CONTACT
THE OFFICE OF LEGAL AFFAIRS AT 863-298-6200 MCABRERA@POLKSHERIFF.ORG, 1891
JIM KEENE BLVD, WINTER HAVEN, FLORIDA 33880. POIk County Sheriff's Office may

(b) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

unilaterally terminate the Agreement/Contract if Southern Group of Florida, Inc. refuses

to allow public access as required in this section.

- (c) Upon request from the agency's custodian of public records, provide the agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (d) 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 contractor does not transfer the records to the agency.
- (e) Upon completion of the contract, meet all requirements for retaining public records and transfer, at no cost, to the agency all public records in possession of the contractor or keep and maintain public records required by the agency to perform

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Page 3 of 4

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the service. If Southern Group of Florida, Inc. transfers all public records to the public agency upon completion of the contract, Southern Group of Florida, Inc. shall upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Southern Group of Florida, Inc. keeps and maintains public records upon completion of the contract, Southern Group of Florida, Inc. shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the agency, upon request from the agency's custodian of public records, in a format that is compatible with the information technology systems of the agency.

10. The Parties to this Agreement both acknowledge that Southern Group of Florida, Inc. is providing the services contemplated herein as an independent contractor.

The Parties are signing this agreement on the date stated in the introductory clause and hereby represent to each other that they have full power and authority to make and execute this agreement.

SOUTHERN GROUP OF FLORIDA, INC.

GRADY JUDD, AS SHERIFF

Vame: David A. Shepp

Position: Partner

Andria McDonald, Executive Director

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Page 4 of 4

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