



MONICA CEPERO, County Administrator
115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7354 • FAX 954-357-7360

September 15, 2023

Via Electronic Mail

Brian D. Ballard
Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301
Email: ballard@ballardfl.com

Re: Notice of Renewal – Agreement between Broward County and Ballard Partners, Inc. for State Legislative and Executive Branch Representation Services

Dear Mr. Ballard: *Brian*

This correspondence shall serve as notice by Broward County that it is exercising the first annual extension described in Section 2 of the first amendment to the agreement between Broward County and your firm for legislative and executive branch representation services. This first extension period is for a one (1) year period beginning October 1, 2023 and ending on September 30, 2024. Pursuant to Section 3 of that first amendment, the monthly compensation during this first extension period will continue at the same \$4,500 per month rate.

Except for the renewal period change, all terms and conditions of the agreement (as modified by the first amendment) remain in full force and effect, and applicable throughout the entirety of the renewal period. Please confirm your receipt and acknowledgment of this extension by countersigning below and returning a copy electronically to C. Marty Cassini, Intergovernmental Affairs Manager (mcassini@broward.org).

Should have any questions, please contact Mr. Cassini at (954) 357-6440 or (954) 599-8088.

Sincerely,

Monica Cepero
County Administrator

Ballard Partners, Inc.

By: *Brian Ballard*
Brian D. Ballard, President

C: C. Marty Cassini, Intergovernmental Affairs Manager



Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
www.broward.org



FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND BALLARD PARTNERS, INC, FOR STATE LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES

This First Amendment (“First Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Ballard Partners, a corporation registered to transact business in the State of Florida (“Lobbyist”) (collectively referred to as the “Parties”).

RECITALS

- A. On February 1, 2019, the Parties entered into the Agreement for State Legislative and Executive Branch Representation Services (the “Agreement”).
- B. The Agreement expires on September 30, 2022, with no available extensions or options.
- C. The Parties desire to amend the Agreement to extend the Initial Term and provide for annual extensions.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning provided in the Agreement.
2. Extension of Initial Term; Extension Terms. The end of the Initial Term as stated in Section 4.1 of the Agreement is extended through and including September 30, 2023. County may extend the Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) on the same rates, terms, and conditions stated in the Agreement and this First Amendment by sending notice to Lobbyist at least thirty (30) days prior to the expiration of the then-current term. The County Administrator, Deputy County Administrator, or designee is authorized to exercise any Extension Term(s) and notice of same to Lobbyist solely by email shall be effective and sufficient. The creation of the additional Extension Terms as set forth in this First Amendment does not impact County’s rights to exercise Short-Term Extensions in accordance with Section 4.2 of the Agreement.
3. Compensation During Renewal Term. County shall continue to pay Lobbyist the Monthly Fee for Services of four thousand five hundred and 00/100 Dollars (\$4,500.00) per month during the extended Initial Term and any Extension Terms described in Paragraph 2 above.
4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations,

correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Lobbyist acknowledges that through the date this First Amendment is executed by Lobbyist, Lobbyist has no claims or disputes against County with respect to any of the matters covered by the Agreement.

6. This First Amendment shall become effective on the date it is fully executed by the Parties.

7. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

8. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 20th day of September, 2022, and Lobbyist, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

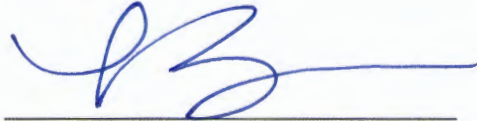
WITNESS:



(Signature)

Ariel Walker

(Print Name of Witness)



(Signature)

Kyle Bienkowski

(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By 

County Administrator

8th day of November, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By  11-3-22

Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

NAK
First Amendment to Lobbying Contract
09/26/22
#613562v1



FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND BALLARD PARTNERS, INC, FOR STATE LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES

LOBBYIST

WITNESSES:

Shanna Kaye Crawley
Signature

Shanna Kaye Crawley
Print Name of Witness

Cynthia H. Davis
Signature

CYNTHIA H. DAVIS
Print Name of Witness

By Brian D. Ballard
Authorized Signor

Brian D. Ballard, President
Print Name and Title

30 day of September, 2022

ATTEST:-

August L. Van
Corporate Secretary or authorized agent

