

## **CONTRACT FOR SERVICES**

This contract is entered into between Polk County, a political subdivision of the State of Florida (“the Client”), 330 W. Church Street, Bartow, FL 33830, and Ballard Partners, Inc. (“the Firm”), 201 East Park Avenue, 5<sup>th</sup> Floor, Tallahassee, FL 32301.

### **Recitals**

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client’s interests before the Florida Legislature and executive agencies; and

Whereas, the Firm wishes to provide such representation as the Client may from time to time require; and

Whereas, the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Term of Agreement.** This agreement shall become effective on January 1, 2026, and shall remain effective until September 30, 2026 (“Initial Term”).

2. **Duties of The Firm.** It shall be the Firm’s duty to advocate the interests of the Client before the Florida Legislature and executive agencies of Florida government. Included within the scope of the Firm’s duties is the advocacy for passage or defeat of legislation that is relevant to the Client. It shall further be the Firm’s duty to inform the Client of developments in legislation and policy relevant to the Client’s operations.

3. **Duties of The Client.** It shall be the Client’s duty to inform the Firm of its wishes with regard to legislative and executive advocacy and to provide the Firm the information necessary to best represent the Client in Florida. It shall also be the Client’s duty to timely compensate the Firm for its services.

4. **Compensation.** The Firm shall receive from the Client a monthly fee of \$5,000 for the Firm’s services under this agreement, plus the reasonable out-of-pocket costs associated with the representation, including but not limited to, lobbyist registration fees, excluding costs typically associated with the operation of an office, such as overhead, staff, and equipment. The Firm will discuss additional expenditures with the Client and receive prior authorization from the County Manager for Polk County before incurring them. The fee shall be paid monthly beginning January 1, 2026; and continuing to be due within thirty (30) days of receipt of an invoice from the Firm until the termination of the agreement. The Firm will bill its costs monthly.

5. **Independent Contractor.** The Firm and its employees, independent contractors and agents, are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, independent contractors or agents to hold themselves out, nor claim to be officers or employees of Polk County.

6. **Confidentiality.** The Firm will treat any and all information, communications, or materials of the Client as confidential and will not disclose or divulge same unless otherwise directed or authorized by the Client or ordered to do so by a court of competent jurisdiction.

7. **Ethical and Legal Considerations.** The Firm agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of the Client under this agreement.

**Issuance of Payments and Notice:** The Client can remit payment by check or wire. Checks should be made payable to “Ballard Partners, Inc”, and sent to

Accounts Receivable  
201 East Park Avenue, 5<sup>th</sup> Floor  
Tallahassee, FL 30301

8. All written notices from the Client to Firm shall also be sent to this address. Wire payment information will be provided at the bottom of all invoices.

Notices shall be provided to the Client through direct mail at:  
County Manager  
P.O. Box 9005  
Bartow, Florida 33831-9005

Billing online shall be directed to the Client via email to the following authorized accounting representative at the following email address: **billbeasley@polkfl.gov**

9. General Provisions. The Firm acknowledges and agrees to the Polk County General Terms and Conditions attached hereto as exhibit "A."

10. Staffing: Primary responsibility for this engagement will initially be assumed by Andrew Liebert.

11. Miscellaneous Provisions. This agreement constitutes the entire understanding and agreement of the parties hereto. It supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this agreement. If any portion of this agreement is found to be invalid or unenforceable, all other terms, provisions and covenants shall remain in full force and effect. Any amendment hereto must be in writing and signed by the parties

**POLK COUNTY, a political subdivision of  
State of Florida**

**BALLARD PARTNERS, INC.**

\_\_\_\_\_  
By: Martha Santiago, Ed. D.

Title: Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Brian D. Ballard

Title: President

Date: \_\_\_\_\_