

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as “SBBC”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**ALCALDE & FAY, LTD. INC**

(hereinafter referred to as “VENDOR”),  
whose principal place of business is  
2111 Wilson Boulevard, 8<sup>th</sup> Floor  
Arlington, Virginia 22201

**WHEREAS**, VENDOR offered a proposal for Federal Lobbying Services dated September 25, 2019 (hereinafter referred to as “Proposal”, **Attachment A**) which is incorporated by reference herein in response to a direct negotiation; and;

**WHEREAS**, SBBC is desirous of obtaining VENDOR for federal lobbying services for the provision of technical assistance, advice, and consultation concerning all federal policies, legislation, appropriations and regulations that may impact SBBC; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for professional services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **January 1, 2020** and conclude on **December 31, 2022**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

First:            This Agreement; then  
Second:        Proposal submitted by VENDOR

2.03 **Description of Services Provided.** VENDOR shall provide SBBC with the Scope of Services as proposed in VENDOR's Proposal and pursuant to the Scope of Services which is attached hereto and incorporated herein as **Attachment B – Scope of Services**.

2.04 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement at a monthly retainer of Five Thousand Dollars (\$5,000) per month for thirty-six (36) months, for a total of \$180,000 for the initial term of the Agreement. SBBC shall remit payment to VENDOR within at least 30 days after receipt of monthly invoice. This cost will provide full-scale, comprehensive representation at the federal government level as provided in the Scope of Services, **Attachment B**. The monthly retainer is inclusive of out-of-pocket expenses for the services such as telephone tolls, copying messenger service, parking, and local transportation. Any travel outside of the Washington metropolitan area would be an additional cost and undertaken only at SBBC's request and direction. Reimbursement for such costs would be based on actual expenses with no administrative overhead applied. All requested travel and per diem expenses shall be submitted to SBBC for approval. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem expenses. Should any travel and/or per diem expenses be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

2.05 **Disclosure of Education Records and Employee Information.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to VENDOR. Should vendor come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

2.06 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.



(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director of Legislative Affairs  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Kevin Fay, Vice Chairman & CEO  
Alcalde & Fay, Ltd. Inc  
2111 Wilson Boulevard, 8<sup>th</sup> Floor  
Arlington, Virginia 22201

With a Copy to: Nancy Prowitt, President & COO  
Alcalde & Fay, Ltd. Inc  
2111 Wilson Boulevard, 8<sup>th</sup> Floor  
Arlington, Virginia 22201

**2.09 Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

**2.10 Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.11 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.12 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.13 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds

have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** Attachment A and Attachment B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall

be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document 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 of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

3.15 **Amendments.** 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 each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals and 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.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by  
Eric Abend  
Reason: Alcade & Fay  
*Eric Abend* 2019  
Date: 2019.10.23  
13:48:30 -04'00'  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**FOR VENDOR:**

(Corporate Seal)

ATTEST:

ALCALDE & FAY, LTD. INC

By [Signature]

Print Name: Kevin Fay

Title: Vice Chairman & CEO

\_\_\_\_\_, Secretary

-or-

[Signature]

Witness

[Signature]

Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Virginia

COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 23rd day of October, 2019 by Kevin Fay of

Alcalde & Fay Name of Person, on behalf of the corporation/agency.

Name of Corporation or Agency  
He/She is personally known to me or produced N/A as identification and did/did not first take an oath. Type of Identification

My Commission Expires:



[Signature]  
Signature - Notary Public

Yasmin Albazzaz  
Printed Name of Notary

7652994  
Notary's Commission No.

PROPOSAL

**ALCALDE & FAY**  
GOVERNMENT & PUBLIC AFFAIRS  
CONSULTANTS

# ALCALDE & FAY

FEDERAL LOBBYING SERVICES  
FOR  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA



SEPTEMBER 25, 2019

ALCALDE & FAY  
GOVERNMENT AND PUBLIC AFFAIRS CONSULTANTS  
2111 WILSON BOULEVARD, 8TH FLOOR | ARLINGTON, VIRGINIA 22201 | (703) 841-0626

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**LETTER OF TRANSMITTAL**

September 25, 2019

Superintendent Robert W. Runcie  
Broward County Public Schools  
600 SE Third Avenue  
Ft. Lauderdale, FL 33301

Dear Superintendent Runcie:

Alcalde & Fay is pleased to have the opportunity to submit the enclosed proposal to continue providing federal relations lobbying services for the School Board of Broward County (SBBC).

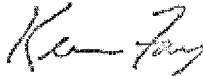
With continued advocacy on behalf of Broward County Public Schools (BCPS), we will remain the School District's voice in Washington – representing you before Congress and the Executive Branch, guiding your issues through the various processes, whether identifying federal resources for a particular initiative, helping to shape public policy, or engaging with federal agencies to facilitate Administrative action.

Our firm has built a distinguished reputation for effective public policy representation on behalf of numerous public bodies, including school districts, colleges and universities with diverse priorities, as well as many state and local governments, corporations, coalitions, and trade associations. Our track record of successes on behalf of our clients speaks for itself. We have successfully assisted our clients in navigating the complex Washington maze regarding the federal budget, public policy, federal grants, as well as regulatory proceedings.

Through our long-term representation of educational entities across the country and firm members' individual professional backgrounds, we have developed an expertise in education and local government issues that is unparalleled in Washington. We believe our knowledge, experience, approach, and strong working relationships with key Washington decision makers will enable SBBC to continue its productivity in our nation's capital.

We sincerely appreciate your consideration of our proposal and look forward to the opportunity to serve. If I may answer any questions or provide additional information, please contact me at (703) 841-0626.

Sincerely,

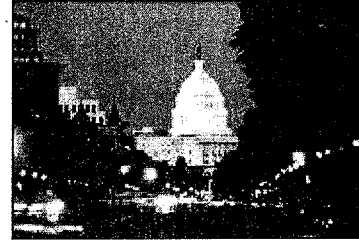


Kevin Fay  
Vice Chairman and  
Chief Executive Officer

Enclosure

## FIRM PROFILE

Founded in 1973, the government relations and public affairs firm of Alcalde & Fay provides policy advocacy, issues analysis, and strategic counseling, combined with a full spectrum of government relations capabilities to help clients realize their objectives before the United States Congress and Executive Branch.



The firm is structured as a Subchapter C corporation under the Internal Revenue Code and incorporated in the State of Virginia. Alcalde & Fay is legally permitted to conduct business in the State of Florida for the services offered as documented by the Florida Secretary of State Certificate.

Currently, our firm provides services to a broad array of clients, including school districts, community colleges, colleges, and universities. Partners of Alcalde & Fay have had a lengthy history of leadership and activity in the academic community, serving on the Board of Trustees for Fairfax County, Virginia Public Schools, Board of Trustees for the University of Tampa, and the President's Council of Cornell Women. Notably, firm founder Hector Alcalde is a former educator and a past Rector and Board Member of George Mason University appointed under two different Governors, while our President, Nancy Prowitt, currently serves on the George Mason University Board. Chairman and Chief Executive Officer and University of Virginia alumnus Kevin Fay has served as a member of the University's National Committee on University Resources since 2006.

At Alcalde & Fay, we have a demonstrated history of effective representation on behalf of our education clientele. We have a well-documented record of experience in following the federal policy and budgetary process, and have used this analysis on behalf of clients as part of the effort to stay engaged on critical issues impacting K-20 policy making. Our history of representing education clients extends to the School Board of Broward County and we are privileged to have represented several educational entities including; the School Board of Broward County, Florida; Rio Rancho Public Schools, New Mexico; Miami-Dade County Public Schools, Florida; Lehigh University, Pennsylvania; Hillsborough Community College, Florida; and Highline College, Washington.

This breadth of expertise in representing various education interests is a great benefit to all of our education clients, particularly in working with Members of Congress and career staff in the federal agencies.

### APPROACH TO SCOPE OF WORK: FIRM QUALIFICATIONS

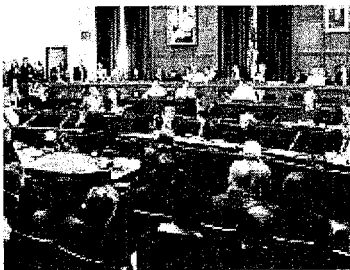
Each professional at Alcalde & Fay is properly registered as a lobbyist with the Clerk of the House and the Secretary of the Senate. The Federal Lobbying Disclosure Act (LDA) was enacted in 1995 and required those engaged in lobbying to since register and report on their activities. Accordingly, the firm registers and files quarterly reports for each of its clients.

During our representation of SBBC, we have advocated to maintain and increase federal resources for priority programs including Title I, IDEA, Head Start, English Language Learners, and 21st Century Community Centers. Throughout consideration of the reauthorization of the Elementary and Secondary Education Act, we notified the Department of Legislative Affairs of contentious issues and successfully collaborated with the Broward County Congressional Delegation and House and Senate authorizing committees to eliminate provisions such as Adequate Yearly Progress, Title I Portability and vouchers while retaining Maintenance of Effort and supplement-not-supplant provisions. As Congress is currently considering federal allocations for Fiscal Year (FY) 2020, we are working collaboratively with the Department of Legislative Affairs and the Broward Congressional Delegation to maintain the creation of a pilot program to address mental health as a catalyst to ensure school safety.

We are currently engaged with issues on the School District's behalf and would be privileged to continue working to implement your federal legislative priorities, which annually includes: (1) a candid appraisal of requested goals; (2) the best means for accomplishing the desired goals; (3) the potential for success; (4) any challenges that might be encountered; and (5) creative suggestions outlining potential resources the School District may wish to pursue.

### BIPARTISAN CONGRESSIONAL RELATIONSHIPS

As our founder was Chief of Staff to a Congressman from Tampa, our client base naturally began in Florida. Alcalde & Fay provides governmental relations and public affairs consulting to numerous entities throughout the state of Florida, of which dozens are in the public sector. Partly as a result of these clients, we have established and maintained strong relationships with the Members of the Florida Congressional Delegation, as well as with their senior staff.



Alcalde & Fay will make it a priority to maintain good working relationships with the entire Florida Congressional Delegation, including Representatives Alcee Hastings (D-20th), Ted Deutch (D-22nd), Debbie Wasserman Schultz (D-23rd), Frederica Wilson (D-24th), as well as Senators Marco Rubio (R) and Rick Scott (R), as they will provide a strong base of support for implementing your Federal Legislative Agenda.

In addition to a rapport with the School Board's Congressional Delegation, it is critical that your lobbyist has solid working relationships with key chairmen, ranking members, and senior staff. That is our strength. For four decades, we have worked with leadership and senior staff of many of the congressional committees. These long-standing relationships based on professionalism and mutual respect enable us to "stay ahead" of developments that might be a priority to our clients. These relationships allow us an opportunity to provide input while legislative initiatives are in their earliest evolutionary stages.

Through our representation of clients from across the country, we are capable of promoting the School Board's initiatives to other key leaders on Capitol Hill who are not from Florida. Perhaps most importantly, the firm is well acquainted with key committee chairmen and ranking members of Congress who will be instrumental in achieving the goals of SBBC, such as those who chair the House and Senate Appropriations Committees, House Education and Workforce Committee, and Senate Health, Education, Labor and Pensions Committee. Each of these Committees play a critical role in legislation affecting the elementary, secondary and postsecondary education community and our familiarity with these Committee members and their staff will be beneficial in advocating on behalf of the School Board's priorities.

**EXECUTIVE BRANCH RELATIONSHIPS**

In addition to Capitol Hill, our long-term bipartisan relationships extend well into the ranks of political appointees and senior career staff in many of the federal agencies. Alcalde & Fay has extensive contacts and significant experience in working with the Administration as well as the Departments of Education, Justice, Agriculture, Health and Human Services and the Federal Emergency Management Administration.



Our relationships with federal department officials and staff will be an asset to SBBC if it encounters a problem that falls under the department's jurisdiction. Often, a public client will need to cut through bureaucratic red tape and meet with the appropriate federal department employee in order to solve a problem expeditiously. Essentially, we always stand ready to assist at a moment's notice on these matters.

If chosen to continue our representation of the School Board of Broward County, Florida, we will remain as the School Board's eyes, ears and voice in Washington D.C. – representing you before Congress and the Executive Branch, guiding your issues and projects through the various processes, whether it is obtaining specific funding for a project or helping you shape federal policy.



## EDUCATION POLICY AND LOCAL GOVERNMENT ADVOCACY GROUPS

Given our recognized expertise on various issues and our working relationship with a wide variety of associations and organizations, we can help enhance SBBC's position as a developer of public policy and not just a "reactor" to policy that others have initiated. We regularly work with various education associations such as the National School Boards Association (NSBA), Council of the Great City Schools, National Education Association (NEA), American Association of School Administrators (AASA), American Federation of Teachers (AFT), as well as the Alliance for Excellent Education to collaborate on broad national education policy issues. We also have extensive experience working with the Washington Workshops Foundation, which seeks to provide unique learning opportunities here in Washington, DC to students who live and attend school outside of the nation's capital. Additionally, as a result of our work with higher education clients, we have established relationships with the American Association of State Colleges and Universities and the Association of American Universities, among others.

Realizing that the federal policy interests of SBBC may at times extend beyond education-specific matters, we are prepared to leverage many of our other key partnerships as needed. We understand the important role that housing and community development, public infrastructure, and other public services play in providing students, teachers, and parents with quality education services. To that end, it may be advantageous that we routinely attend meetings in Washington, held by local government advocacy groups including the National Association of Counties (NACo), National Governors Association (NGA), National League of Cities (NLC), and the U.S. Conference of Mayors (USCM). Our established relationships with these coalitions and organizations allow us to consistently work with them in order to garner additional support for a client's initiative, and regularly collaborate with their staffs on broad community-based issues.

We recognize how important it is to understand the impact of pending federal legislation emanating from federal agencies as well as their regulatory processes. Associations can be of great assistance in addressing these issues. However, because of their size they cannot always be responsive to the individual needs of each of their members. Although we routinely work with these national associations, we strive first and foremost to meet the unique goals and objectives of each of our clients. As such, we monitor pertinent legislation and inform SBBC of significant legislative developments as they occur. We are prepared to promote passage of any legislation of particular interest to the School Board and will work to affect the final bill to assure your maximum benefit. Several current examples are briefly summarized below.

### ***Child Nutrition Reauthorization***

Congress is expected to consider reauthorizing the Healthy, Hunger-Free Kids Act during the 116th Congress. The authorization expired in 2015 and has been funded by extensions since that time. During the reauthorization, the School District advocates the expansion of the Summer

Food Service Program to address summer hunger as well as allowing training for food service professionals. Potentially threatening student participation in the National School Lunch Program, we advised BCPS of the opportunity to comment on the Administration's draft rule that sought to close a "loophole" that currently allows individuals to qualify for receiving benefits under the Supplemental Nutrition Assistance Program (SNAP) even though they have incomes above 130 percent of the Federal Poverty Level (FPL), or about \$33,000 for a family of four. This is accomplished through a process known as broad-based categorical eligibility, whereby a state can provide SNAP benefits to individuals who receive certain types of non-cash benefits from the Temporary Assistance for Needy Families (TANF) program. The proposed rule notes that these benefits can include a "one-time, minimal, non-cash TANF benefit such as an information brochure, hotline number, or referral to other services." Using categorical eligibility, states are not required to consider an individual's assets when determining eligibility, and incomes up to 200 percent of the FPL would still qualify for SNAP benefits.

In his announcement, Agriculture Secretary Sonny Perdue insinuated these changes are intended to cut back on federal spending, saving an estimated \$25 billion per year. House leadership has criticized the rule, with Speaker Nancy Pelosi's (D-CA) office describing it as the Administration's latest act of "staggering callousness," and noting that a similar proposal offered by House Republicans during the most recent reauthorization of the Farm Bill was ultimately rejected. According to the Department of Agriculture, an estimated 1.7 million households in FY 2020, containing 3.1 million individuals, would no longer meet SNAP's income and asset eligibility thresholds, which could potentially impact those BCPS students who receive free and/or reduced meals. House Education and Labor Committee Chairman Bobby Scott (D-VA) has requested clarification of the effect on Child Nutrition Programs and we will provide the Department of Agriculture's response to BCPS to further assess the impact and actions to minimize any negative consequences.

### ***School Safety***

Congress and the Administration continue to allocate resources for school districts nationwide to address factors that lead to violence in schools, including federal grants to support the training and education of faculty and students in recognizing and preventing school violence. In the wake of the tragic shooting at Marjory Stoneman Douglas High School in 2018, BCPS was awarded several federal grants from the Departments of Justice and Education, to help the community recover and to prevent any such incident from occurring again.

As this process has moved forward, we have worked to ensure funding is provided by Congress each year to fully support the programs of particular interest to the School District, including the STOP School Violence Program and Project SERV (School Emergency Response to Violence). We recently coordinated an in-person meeting and teleconference between the Superintendent, Department of Legislative Affairs staff, and additional BCPS personnel with Congressman Ted Deutch (D-22nd) to review the funding status for numerous school safety and security grants

awarded to the School District. Following the meeting, we worked with BCPS staff to prepare a summary of the grants to include their specific funding status which was provided to the Congressman.

Since returning from the August recess, the House Judiciary Committee has advanced three bills aimed at addressing gun violence through a range of policy proposals. Approved in party-line votes, the three bills represent the latest round of gun control bills that House leadership has sought to approve through their chamber, having previously approved legislation to strengthen background checks and address certain loopholes related to gun transfers. The bills approved by the House Judiciary Committee (*Extreme Risk Protection Order Act of 2019*, H.R. 1236; *Keep Americans Safe Act*, H.R. 1186; and *Disarm Hate Act*, H.R. 2708) would prohibit high-capacity magazines, establish a federal program for “red flag” laws, and expand firearm bans to individuals convicted of certain hate crimes and misdemeanors. While floor votes on these bills are expected prior to the October recess, their likelihood for success in the Senate is uncertain, as Senate Majority Leader Mitch McConnell (R-KY) has indicated he will not take action until assurances that the bills will be enacted are provided by the President.

Separately, on the issue of school safety protocols, we recently shared an overview of the School District’s training and safety protocols for its school bus drivers with Congressional staff in preparation for a hearing by the House Transportation & Infrastructure on School Bus Safety.

### ***Immigration Reform***

The debate over immigration reform, and in particular how to address undocumented immigrants brought to the United States illegally as minors, known as Dreamers, continues to be a point of contention in the 116th Congress. While a compromise on reforming the nation’s immigration system remains elusive, there has been progress on building support for addressing the question of Dreamers. Most recently, the House passed H.R. 6, the *American Dream and Promise Act of 2019*, a legislative package of three bills that provide permanent legal status and a pathway to citizenship for Dreamers, and those living in the U.S. under the Temporary Protected Status (TPS) and Deferred Enforcement Departure (DED) programs. The bill requires Dreamers, TPS and DED holders to meet certain education, employment, or military service requirements to be eligible to become permanent legal residents and proceed through the naturalization process, and does not apply to current asylum seekers or any immigrant who is gang affiliated or has been convicted of certain crimes. While the bill passed on a mostly party-line vote of 237 to 187, seven Republicans voted with the entire Democratic Caucus in support of passage.

Senate Majority Leader Mitch McConnell (R-KY) has said he does not expect a stand-alone Dreamer-related bill to be considered by the Senate, noting that he preferred a broader legislative package that included immigration reform instead of attempting a piecemeal approach. However, Senators Lindsey Graham (R-SC) and Richard Durbin (D-IL) once again

introduced their DREAM Act legislation (*Dream Act of 2019, S. 874*), which allows Dreamers to earn permanent residency and, eventually, full citizenship if they meet several criteria. As the debate over how best to address these individuals continues, we remain prepared to advocate for the School District's priorities as any relevant Dreamer-related bill is considered. We will also work to ensure that Congress allocates adequate funding for programs of interest as a broader immigration reform package is considered including for the English Language Acquisition Program and the Entrant and Refugee Assistance Program.

#### PROGRAM FUNDING IN ANNUAL APPROPRIATIONS

The firm routinely works with various executive agencies to ensure that programs of importance to our clients are included, retained, or modified as part of the President's Budget, or to advocate on behalf of certain clients as the Administration considers how to direct funding appropriated by Congress. As Congress has elected not to direct funding to specific projects, the Administration is now in control of making many funding decisions, and therefore has taken on special importance in selecting where to direct federal funding with its increased latitude and discretion.



During the Spring and Summer of 2019, we scheduled and attended meetings with School District officials to advocate for the Senate to allocate the increased funding levels for federal programs of great significance to BCPS as provided in the House-passed Labor, Health and Human Services and Education Appropriations bill (L-HHS-Ed) including Title I, Head Start, IDEA, 21st Century and English Language Acquisition. We also advocated for retaining the House allocation of \$25 million to further support mental health initiatives. As previously advised, the committee report accompanying the House L-HHS-Ed spending bill included the following language for the demonstration program championed by BCPS and Congresswoman Debbie Wasserman Schultz:

*The Committee supports efforts to train school-based mental health professionals; however, more must be done to directly increase the number of well-trained mental health professionals in school districts across the country. Research shows that building the capacity of students to develop social and emotional skills, and take responsibility for their community, can reduce bullying, violence, and aggressive behaviors, making schools safer. Increasing the number of qualified mental health professionals in schools is central to this work. With the goal of immediately addressing this urgent national need, the Committee directs the Secretary to provide no less than \$25,000,000 in awards to SEAs, LEAs, or consortia of LEAs to increase the number of well-trained school counselors, social workers, psychologists, or other mental health professionals qualified to provide school-based mental health services.*

*This competition, which would expand the number of mental health and child development experts in schools, is part of the Committee's new initiative to provide resources for SEL. To promote the sustainability of these services, the Secretary shall require that awards include a 25 percent match from grantees and require that the awards do not supplant existing mental health funding. Within 90 days of enactment of this Act, the Department is directed to brief the Committees on Appropriations on plans for carrying out the competition. In addition, the Department shall provide notice to the Committees at least seven days before grantees are announced.*

While the recently released Senate version of the bill does not include the above provision, we will work with the Broward Congressional Delegation and House/Senate conferees to advocate for retaining it in the final bill. For your reference, the appropriations chart below reflects the current spending levels for federal programs of most interest to BCPS.

LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION	FY 2017 ENACTED	FY 2018 ENACTED	FY 2019 ENACTED	FY 2020 PRESIDENT'S BUDGET REQUEST	FY 2020 HOUSE PASSED	FY 2020 SENATE COMMITTEE DRAFT
HHS - Head Start	\$9.25 billion	\$9.863 billion	\$10.063 billion	\$10.063 billion	\$11.563 billion	\$10.113 billion
HHS - Child Care and Development Block Grant	\$2.856 billion	\$5.226 billion	\$5.276 billion	\$5.226 billion	\$7.676 billion	\$5.301 billion
HHS/Education - Preschool Development Grants	\$250 million	\$250 million	\$250 million	\$250 million	\$350 million	\$250 million
Education - Title I Grants to Local Educational Agencies	\$15.46 billion	\$15.76 billion	\$15.86 billion	\$15.86 billion	\$16.86 billion	\$15.86 billion
Education - Supporting Effective Instruction (SEI) State Grants (Title II)	\$2.056 billion	\$2.056 billion	\$2.056 billion	0	\$2.556 billion	\$2.056 billion
Education - 21 <sup>st</sup> Century Community Learning Centers	\$1.191 billion	\$1.212 billion	\$1.221 billion	0	\$1.322 billion	\$1.221 billion
Education - English Language Acquisition	\$737.4 million	\$737.4 million	\$737.4 million	\$737.4 million	\$980 million	\$737.4 million
Education - IDEA/Special Education Grants to States (Part B)	\$12.002 billion	\$12.27 billion	\$12.364 billion	\$12.364 billion	\$13.364 billion	\$12.364 billion
Education - Student Support and Academic Enrichment Grants	\$400 million	\$1.1 billion	\$1.17 billion	0	\$1.32 billion	\$1.22 billion
Education - Education Innovation and Research	\$100 million	\$120 million	\$130 million	\$300 million	\$300 million	\$130 million

ATTACHMENT A

Education – Promise Neighborhoods	\$73.25 million	\$78,254 million	\$78,254 million	0	\$80 million	\$78,254 million
Education – Perkins Career and Technical Education (CTE) State Grants	\$1.117 billion	\$1.193 billion	\$1.262 billion	\$1.262 billion	\$1.310 billion	\$1.262 billion
Education – Adult Basic and Literacy Education State Grants	\$581.95 million	\$616.955 million	\$641.955 million	\$485.8 million	\$672 million	\$641.955 million
Education – IDEA/Special Education Preschool Grants	\$368 million	\$381.12 million	\$391.12 million	\$391.12 million	\$403.4 million	\$391.12 million
Education – Child Care Access Means Parents in School Grants	\$15 million	\$50 million	\$50 million	\$15.1 million	\$60 million	\$50 million
Education – Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP)	\$339.75 million	\$350 million	\$360 million	\$360 million	\$395 million	\$360 million
Education – Education for Homeless Children and Youth	\$77 million	\$85 million	\$93.5 million	\$93.5 million	\$100 million	\$102.5 million
Education – Supporting Effective Educator Development (SEED)	\$65 million	\$75 million	\$75 million	0	\$100 million	\$75 million
Education – Charter School Grants	\$342.17 million	\$400 million	\$440 million	\$500 million	\$400 million	\$460 million
<b>AGRICULTURE</b>	<b>FY 2017 ENACTED</b>	<b>FY 2018 ENACTED</b>	<b>FY 2019 ENACTED</b>	<b>FY 2020 PRESIDENT'S BUDGET REQUEST</b>	<b>FY 2020 HOUSE PASSED</b>	<b>FY 2020 SENATE COMMITTEE-PASSED</b>
Women, Infants, and Children (WIC)	\$6.35 billion	\$6.175 billion	\$6.075 billion	\$5.75 billion	\$6 billion	\$6 billion
Child Nutrition Programs	\$22.79 billion	\$24.25 billion	\$23.14 billion	\$23.943 billion	\$24.04 billion	\$23.6 billion
Supplemental Nutrition Assistance Program (SNAP)	\$78.48 billion	\$74.013 billion	\$73.477 billion	\$69.069 billion	\$71.094 billion	\$69.163 billion
<b>COMMERCE, JUSTICE, SCIENCE</b>	<b>FY 2017 ENACTED</b>	<b>FY 2018 ENACTED</b>	<b>FY 2019 ENACTED</b>	<b>FY 2020 PRESIDENT'S BUDGET REQUEST</b>	<b>FY 2020 HOUSE PASSED</b>	<b>FY 2020 SENATE BILL PENDING</b>
Justice – Comprehensive School Safety Initiative	\$50 million	\$75 million <i>Funding is to be directed to programs/activities under the STOP</i>	N/A	N/A	N/A	N/A

<i>(Per the Stop School Violence Act approved as part of the FY 2018 Omnibus, funding after FY 2018 is shifted to fund Stop School Violence Act programs)</i>		<i>School Violence Act approved as part of the Omnibus</i>				
Stop School Violence Act programs	N/A	\$75 million	\$100 million (total combined from separate DCY accounts)	\$100 million	\$125 million	TBD
Justice – Juvenile Justice Programs	\$247 million	\$282.5 million	\$287 million	\$238.5 million	\$360.5 million	TBD
> Formula Grants	\$55 million	\$60 million	\$60 million	\$58 million	\$66 million	TBD
> Youth Mentoring Grants	\$80 million	\$94 million	\$95 million	\$58 million	\$100 million	TBD
> Missing and Exploited Children's Program	\$72.5 million	\$76 million	\$82 million	\$81 million	\$85 million	TBD

Alcalde & Fay's efforts on behalf of each client are tailor-made to meet that client's needs. We pride ourselves in our commitment to service and attribute our high client retention rate to that service. The firm's approach includes:

- Continuous communication with the client and key decision makers in Congress and the Federal departments;
- Understanding the agendas of those from whom we are requesting assistance so we can fit our client's objectives into that agenda;
- In-depth knowledge of the programs and issues of importance to our clients;
- Access to decision-makers; and
- Creative and persistent pursuit of our client's goals.

The priorities in Congress may shift from one year to the next, however, the budgetary process remains relatively constant. As such, we have included below a brief outline of our current implementation plan, which includes a timeline of the activities and anticipated deliverables to implement the School District's Federal Legislative Program for the remainder of the 116th Congress.

<b>*Time Period</b>	<b>Action Items</b>
September – October 2019	<ul style="list-style-type: none"> <li>▪ Continued advocacy of the School District's Federal Legislative Priorities, including robust allocations for Federal programs highlighted above.</li> <li>▪ Assess challenges that might impede BCPS in successfully seeking Federal support for defined initiatives.</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Provide strategic advice on development of grant proposals, including an assessment of the status of the School District’s planned projects and their potential for grant funding from relevant programs.</li> </ul>
November – December 2019	<ul style="list-style-type: none"> <li>▪ Provide year-end legislative analysis and summary, including updated outlook for the second session of the 116th Congress.</li> <li>▪ Analyze potential for school visits by Congressional Delegation and Executive Agency representatives.</li> <li>▪ Identify programs of priority to the School District and advocate on their behalf to the Administration as it drafts the President’s budget proposal for FY 2021.</li> </ul>
January – February 2020	<ul style="list-style-type: none"> <li>▪ Meet with Congressional Delegation and pertinent committees to advocate for BCPS Federal Legislative Priorities.</li> <li>▪ Acquire, complete and submit FY 2021 programmatic funding and/or language requests to the BCPS Congressional Delegation by their established deadlines as necessary.</li> <li>▪ Prepare suggested draft letters to BCPS Congressional Delegation regarding funding and/or legislative initiatives that may affect the School District.</li> </ul>
March – May 2019	<ul style="list-style-type: none"> <li>▪ Review President’s FY 2021 budget proposal.</li> <li>▪ Schedule and facilitate meetings between BCPS representatives and the Broward Congressional Delegation, as well as with federal agency representatives.</li> <li>▪ Work with Delegation, authorizing and appropriations committees, and agencies of jurisdiction to support BCPS FY 2021 funding and program priorities.</li> <li>▪ Continue advocacy on behalf of BCPS priorities as the FY 2021 appropriations process continues.</li> <li>▪ Re-assess current state of Federal Legislative Priorities.</li> </ul>
June – August 2019	<ul style="list-style-type: none"> <li>▪ Follow-up with the BCPS Congressional Delegation; pertinent subcommittees and committees; and Federal agencies and departments to emphasize the importance of BCPS Federal funding goals and assess the likelihood of Federal support.</li> <li>▪ Coordinate potential visits to the School District by the Congressional Delegation and their staff, including tours and briefings covering projects and/or implemented programs of interest.</li> <li>▪ Continue advocacy on behalf of the BCPS priorities as the FY 2021 appropriations process continues.</li> </ul>



<p>September – December 2020</p>	<ul style="list-style-type: none"> <li>▪ Identify programs of priority to the BCPS and advocate on their behalf to the Administration as it drafts the President’s budget proposal for FY 2022</li> <li>▪ Re-assess current state of BCPS initiatives and begin preparation for first session of 117th Congress and FY 2022 appropriations cycle.</li> <li>▪ Meet with BCPS officials for a work session to establish Federal Legislative Priorities for the first session of the 117th Congress.</li> <li>▪ Provide analysis of federal elections (November 2020).</li> <li>▪ Provide year-end legislative analysis and summary.</li> </ul>
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*\*Time periods are estimated.*

Alcalde & Fay is well prepared to continue providing the School Board of Broward County with a full range of federal governmental relations services, and as outlined in our proposal, this includes the continued fulfillment of all elements of the Scope of Work as outlined in our current agreement with the School Board of Broward County as highlighted below:

- VENDOR shall meet, as required, with the SBBC and the Superintendent or his designee(s) at mutually agreed times and confer with respect to issues before the United States Congress and/or the United States Department of Education and other federal agencies having a bearing on the Board’s fiscal, operational, and programmatic interests.
- VENDOR shall participate in the development and promotion of the SBBC’s federal legislative program.
- VENDOR shall perform and participate in specific legislative tasks as assigned.
- VENDOR to provide interpretation, summaries, analyses and explanation of all federal legislation, appropriations and regulations to the Superintendent or designee(s) and staff of Broward County Public Schools (BCPS) responsible for implementing and managing federal programs, as appropriate.
- VENDOR shall track and report on developments related to the federal budget, federal appropriations and philanthropic funding streams and initiatives, for which the SBBC could be a recipient, to the Superintendent or designee(s).
- VENDOR shall establish and maintain positive working relationships with members of the United States House of Representatives and United States Senate as appropriate and the agencies of the Executive Branch of the federal government to enhance necessary intergovernmental relations beneficial to the Board and to advance the SBBC’s objectives.
- VENDOR shall arrange and attend meetings locally and in Washington, DC with appropriate members of Congress the executive branch or federal agency officials as requested by the Superintendent or his designee(s).
- VENDOR shall represent the SBBC and the Superintendent at local and national meetings related to federal legislative and governmental issues, as determined and approved in advance by the Superintendent or his designee(s).
- VENDOR shall coordinate federal legislative activities, duties and responsibilities with the Superintendent or his designee(s).
- VENDOR shall advocate for the SBBC’s legislative program and legislative priorities.

- VENDOR shall provide regular updates on federal and national issues to the Superintendent and any written reports, as may be required, by the Superintendent or his designee.
- VENDOR shall meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written reports of activities and efforts relating to the representation and promotion of SBBC and the Superintendent, the development and promotion of the District's legislative programs, and other related activities.
- VENDOR shall research and identify grant funding or other opportunities for funds under the federal legislative system.
- VENDOR shall assist the SBBC and Superintendent in formulating the Federal Legislative Program.
- VENDOR will assume accountability for each item of plan (consultant/staff) and formulate measurable goals, utilizing knowledge of performance accountability systems
- VENDOR will participate in utilization of performance evaluation instrument.

## STAFFING & MANAGEMENT PLAN

To ensure effective representation on behalf of our clients, we have found it useful to take a team approach. As with any good organization, our greatest strength, and your best assurance of our successful service, resides in the team that we assemble to represent your interests in Washington. The BCPS Client Team is comprised of those partners and associates whose experience, expertise and areas of influence complement the various issue areas which are of significance to the School District.

The firm is adept in providing appropriate attention to the needs of its clients so that their goals and objectives are achieved. The number and types of projects concurrently undertaken by the proposed Client Team will vary depending upon the Congressional calendar and issues being considered that impact implementation of a client's Federal Legislative Agenda. Such initiatives might include advocating for a provision to be included or excluded in pending legislation; soliciting letters of support for a grant application; assisting with preparation of comments for a regulatory proceeding; covering a hearing of interest to a client; and/or attending a relevant association meeting as the client's representative.

The proposed Client Team for BCPS is *Kevin Fay, Danielle McBeth, Perrin Badini, and Yasmin Albazzaz*. Collectively, these individuals have substantial experience in representing education institutions in Washington and would bring a wealth of knowledge of elementary and secondary education issues for the benefit of the School District as has been demonstrated over the past several years of Washington representation.

### *Kevin Fay, Vice-Chairman & CEO*



Kevin J. Fay, Vice-Chairman & CEO, is recognized as a successful businessman, community leader, and as one of the foremost global environmental policy advocates, with significant experience in public policy and association management.

For over three decades, he has been providing association management services to a variety of coalitions and trade associations. By way of example, as Executive Director of the Alliance for Responsible CFC Policy, Mr. Fay provided critical industry leadership and perspective on the negotiation and implementation of the Montreal Protocol on Substances that Deplete the Ozone Layer and the United States Clean Air Act. The Montreal Protocol is widely regarded as one of the most successful multi-lateral environmental agreements (MEA) ever achieved. Also, as Executive Director of the International Climate Change Partnership (ICCP), he has served as one of the most visible policy voices in the effort to address global climate change.

While advising significant Fortune 100 industries, he is frequently consulted by governments, industry, nongovernmental organizations, and media representatives on a variety of issues.

Mr. Fay also is active in and around the community. Since 2003, he has served as a member of the Board of the Fairfax County Park Authority, a \$100 million independent agency responsible for the management of more than 22,000 acres of parkland, athletic facilities, and cultural and natural resources in Fairfax County, Virginia. He is also Chairman Emeritus of the Board of Governors of Bishop O'Connell High School, in Arlington, Virginia, one of the largest private schools in the Baltimore-Washington area and in the State of Virginia.

A prolific fundraiser, Mr. Fay has worked with the Leukemia and Lymphoma Society since 1993, raising millions of dollars as part of the Washington, D.C. Leukemia Ball, and as a board-member of the Leukemia and Lymphoma Society's (LLS) National Capital Chapter. In 2012, he was honored by LSS with the inaugural James L. Eichberg Lifetime Achievement Award. He has also helped raise millions of dollars for schools, churches, youth sports leagues, and other charitable endeavors, and was named one of the Northern Virginians of the Year in 2012 by Northern Virginia Magazine.

A media trained spokesperson, Mr. Fay has appeared on "Nightline" and "Crossfire" television shows, and has done numerous radio and TV call in shows, including CNN, as well as significant editorial briefings on a wide range of environmental issues.

A lawyer by training, Mr. Fay is an honors graduate of the University of Virginia (1977), and received his law degree from the American University Washington College of Law (1981).

#### ***Danielle McBeth, Partner***



Danielle McBeth, Partner, is a seasoned governmental relations and public affairs practitioner who advocates on behalf of the firm's corporate, public, and education clients. Ms. McBeth has worked on behalf of a portfolio of clients with issues related to transportation, economic development, infrastructure, education, technology, and immigration. She has successfully led the lobbying efforts of coalitions and organizations before Congress to amend and promote broad national policies. Her achievements include securing Federal grants and legislative appropriations for educational institutions and local governments for water and wastewater infrastructure, roadways, law enforcement technology, and marine science research. Ms. McBeth has also been active in the firm's grass-roots communications and education campaigns.

Prior to joining the firm, Ms. McBeth served as press secretary for the Florida Commission on Education Reform and Accountability where she was responsible for coordinating media relations between campaign and media entities statewide. She also served as the information

specialist for Florida State University's Center for Professional Development, coordinating publicity and promotions at the state, national, and international levels. Ms. McBeth began her career working for several newspapers including the *New York Times Regional Newspapers*, the *Spartanburg Herald-Journal* and the *Tallahassee Democrat*.

A native of Jackson, Mississippi, she earned a bachelor's degree in journalism from Florida A&M University. While continuing her career as a lobbyist, Ms. McBeth also obtained a law degree from American University, Washington College of Law. She currently serves as Vice President of the Washington Government Relations Group.

***Perrin Badini, Senior Associate***



Perrin Badini, Senior Associate, works on behalf of many of Alcalde & Fay's municipal and education clients on a broad range of issues including transportation, appropriations, environmental issues, economic development, public safety, and infrastructure. Mr. Badini has been effective in helping public clients secure millions of dollars in Federal funding for projects ranging from road improvements, flood damage mitigation and technology for law enforcement personnel to environmental initiatives, poverty reduction programs and city-wide "Green" programs.

Prior to joining the firm, Mr. Badini worked during the 2006 election for a prominent political media firm that specialized in research, planning and placement of political ads, including many for high profile federal candidates. During this time, Mr. Badini managed the coordination and distribution of campaign finances to media outlets across the country, and worked closely with media buyers to insure the proper placement of campaign ads was achieved. An active fundraiser, he has also planned and organized fundraising and charity events for numerous organizations.

A native of New Orleans, Louisiana, Mr. Badini holds a bachelor's degree in Political Science from Louisiana State University, Baton Rouge.

***Yasmin Albazzaz, Associate***



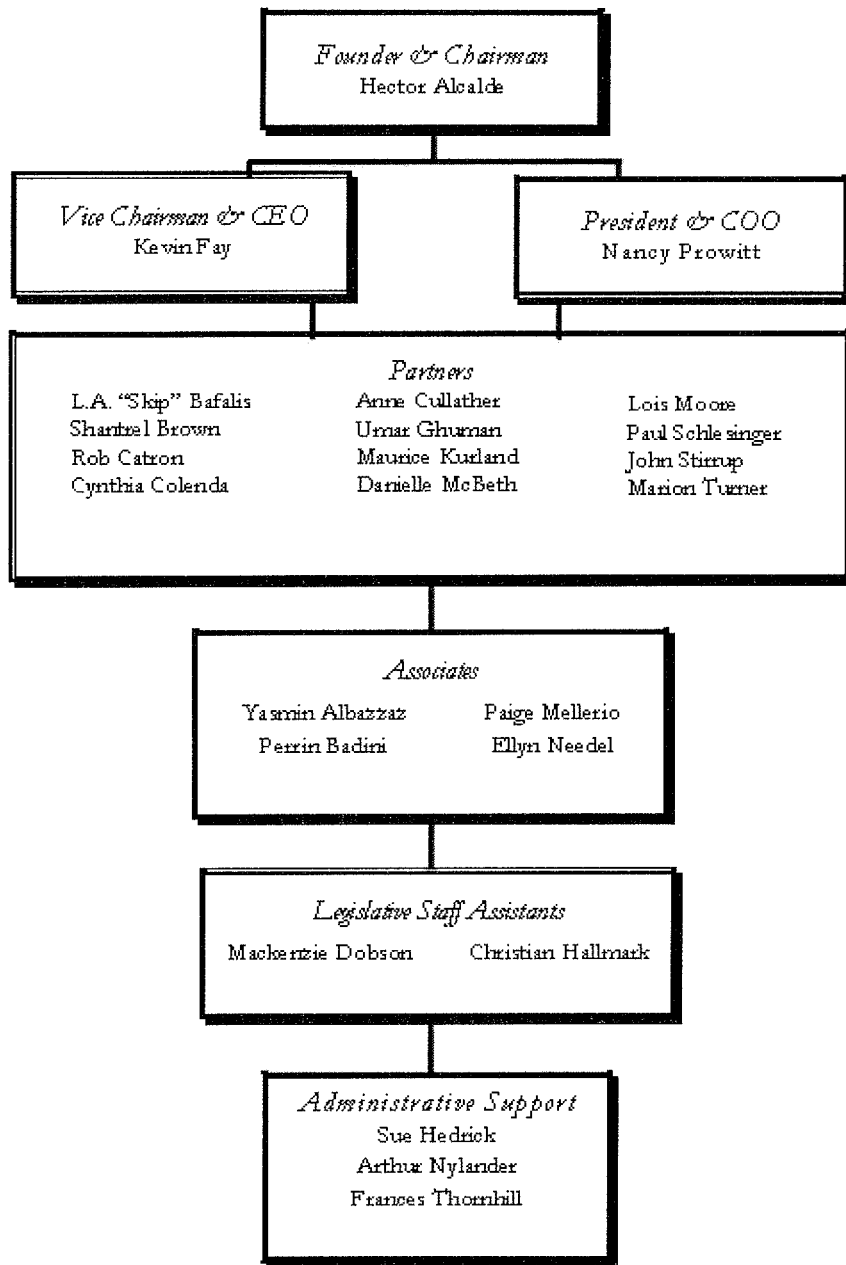
Yasmin Albazzaz, Associate, is responsible for providing legislative research and administrative support, in addition to working closely with management to administer day-to-day and long-term internal operations.

Prior to joining the firm, Ms. Albazzaz served as a legislative intern in the offices of both Congressman Jim Moran (D-VA) and Congressman Alan Grayson (D-FL). Her experience included drafting constituent correspondence conveying the Members' positions on a broad range of legislative issues, compiling and

maintaining detailed logs of press coverage, and working with staff to execute both Members' legislative initiatives and priorities. Ms. AlBazzaz previously interned at Ashoka, a non-profit organization, where she facilitated the re-design and launch of the organization's publication, as well as the Office of the Attorney General for the District of Columbia.

A native of Washington D.C., Ms. AlBazzaz attended Washington International School, where she became fluent in French while attaining the International Baccalaureate (IB) Diploma. Ms. AlBazzaz graduated from the University of Virginia with a Bachelor of Arts degree in Economics and Sociology. Following graduation, Ms. AlBazzaz completed Georgetown University's 'Semester in Washington' Certificate Program concentrating in Law, Legislation, and Politics.

ALCALDE & FAY ORGANIZATIONAL CHART



## CURRENT CLIENT LIST

*Alachua County, FL*  
*Albany, GA, City of*  
*Alliance for Responsible Atmospheric Policy*  
*American Pacific Corporation*  
*Association of California Egg Farmers*  
*Baytown, TX, City of*  
*Boca Raton, FL, City of*  
*Broward County Public Schools, FL*  
*Cocoa, FL, City of*  
*Contra Costa County, CA*  
*Cruise Lines International Association*  
*Dallas, TX, City of*  
*Daytona Beach, FL, City of*  
*Deerfield Beach, FL, City of*  
*Eagle LNG Partners*  
*Escambia County, FL*  
*Fairfax County, VA*  
*Fort Lauderdale, FL, City of*  
*Ft. Myers, FL, City of*  
*Global Food Cold Chain Council (GFCCC)*  
*Golden Gate Bridge, Highway &*  
*Transportation District, CA*  
*Hallandale Beach, FL, City of*  
*Hampton, VA, City of*  
*Highline College, WA*  
*Hillsborough Community College, FL*  
*Hillsborough County Aviation Authority*  
*Homestead, FL, City of*  
*Intel*  
*International Climate Change Partnership*  
*Interstate 73 Coalition*  
*Jacksonville Aviation Authority, FL*  
*Jacksonville Port Authority, FL*  
*Kenmore, WA, City of*  
*Lake County, FL*  
*Lauderdale Lakes, FL, City of*  
*Lehigh University*  
*Marin County, CA*  
*Miami-Dade County, FL*  
*Miramar, FL, City of*  
*Ocoee, FL, City of*  
*Okaloosa County, FL*  
*Operation Warm*  
*Oviedo, FL, City of*  
*Port of Los Angeles, CA*  
*PortMiami, FL*  
*Prince William County, VA*  
*Riviera Beach, FL, City of*  
*Seminole County, FL*  
*Sonoma County, CA*  
*Sonoma County Water Agency, CA*  
*St. Lucia, Government of*  
*Tampa Port Authority, FL*  
*Treasure Island, FL, City of*  
*Virginia Beach, VA, City of*  
*Waste Connections U.S. Holdings, Inc.*



**COST PROPOSAL**

Currently, all Alcalde & Fay clients are billed based upon a monthly retainer to employ our services. Along with our clients, we believe this provides them with their most cost-effective approach, by allowing the client to operate with a firm fixed budget and allowing us to perform all the work required to be successful on a client's behalf without concern of whether each hour might ultimately contribute to that success.

For the purposes of the effort described herein, we propose a \$5,000 monthly retainer. The proposed monthly retainer is inclusive of out-of-pocket expenses for services such as telephone tolls, copying, messenger service, parking, and local transportation. Any expenses for travel outside of the Washington metropolitan area would be additional and undertaken only at the School District's request and direction. Reimbursement for such costs would be based on actual expenses with no administrative overhead applied.

APPENDIX

AECALDE & FAY

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# *State of Florida*

## *Department of State*

I certify from the records of this office that ALCALDE & FAY, LTD. INC is a Virginia corporation authorized to transact business in the State of Florida, qualified on October 30, 2012.

The document number of this corporation is F12000004439.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 5, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifth day of March, 2019*



*Randy R. Lee*  
Secretary of State

Tracking Number: 4297436757 CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Clerk of the House of Representatives Legislative Resource Center 135 Cannon Building Washington, DC 20515 <a href="http://lobbyingdisclosure.house.gov">http://lobbyingdisclosure.house.gov</a>	Secretary of the Senate Office of Public Records 232 Hart Building Washington, DC 20510 <a href="http://www.senate.gov/lobby">http://www.senate.gov/lobby</a>
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**LOBBYING REPORT**

Lobbying Disclosure Act of 1995 (Section 5) - All Filers Are Required to Complete This Page

1. Registrant Name		Organization/Lobbying Firm	Self Employed Individual
Alcalde & Fay			
2. Address			
Address1		Address2	
2111 WILSON BOULEVARD 8TH FLOOR			
City	ARLINGTON	State	VA
Zip Code	22201	Country	USA
3. Principal place of business (if different than line 2)			
City		State	
Zip Code		Country	
4a. Contact Name		b. Telephone Number	c. E-mail
Mrs.	Danielle McBeth	7038410626	mcbeth@alcalde-fay.com
			5. Senate ID#
			818-618
7. Client Name		Self <i>Check if client is a state or local government or instrumentality</i>	
The School Board of Broward County, Florida			
			6. House ID#
			317710386

**TYPE OF REPORT**      8. Year 2019    Q1 (1/1 - 3/31)    Q2 (4/1 - 6/30)    Q3 (7/1 - 9/30)    Q4 (10/1 - 12/31)

9. Check if this filing amends a previously filed version of this report

10. Check if this is a Termination Report

Termination Date \_\_\_\_\_

11. No Lobbying Issue Activity

INCOME OR EXPENSES - YOU MUST complete either Line 12 or Line 13	
<p><b>12. Lobbying</b></p> <p><b>INCOME</b> relating to lobbying activities for this reporting period was:</p> <p>Less than \$5,000 _____</p> <p>\$5,000 or more      \$ <u>20,000.00</u></p> <p>Provide a good faith estimate, rounded to the nearest \$10,000, of all lobbying related income for the client (including all payments to the registrant by any other entity for lobbying activities on behalf of the client).</p>	<p><b>13. Organizations</b></p> <p><b>EXPENSE</b> relating to lobbying activities for this reporting period were:</p> <p>Less than \$5,000 _____</p> <p>\$5,000 or more      \$ _____</p> <p><b>14. REPORTING</b> Check box to indicate expense accounting method. See instructions for description of options.</p> <p><input type="checkbox"/> <b>Method A.</b> Reporting amounts using LDA definitions only</p> <p><input type="checkbox"/> <b>Method B.</b> Reporting amounts under section 6033(b)(8) of the Internal Revenue Code</p> <p><input type="checkbox"/> <b>Method C.</b> Reporting amounts under section 162(e) of the Internal Revenue Code</p>

Signature Digitally Signed By: Danielle McBeth

Date 7/15/2019 5:52:55 PM

**ATTACHMENT A**

**LOBBYING ACTIVITY.** Select as many codes as necessary to reflect the general issue areas in which the registrant engaged in lobbying on behalf of the client during the reporting period. Using a separate page for each code, provide information as requested. Add additional page(s) as needed.

15. General issue area code EDU

16. Specific lobbying issues

Reauthorization of the Child Nutrition Act; FEMA statute of limitations and disaster recovery reimbursements; reauthorization of Head Start; Reauthorization of the Juvenile Justice and Delinquency Prevention Act, provisions supporting at-risk youth and juvenile offenders; FY 2020 Labor, Health and Human Services and Education Appropriations bill, provisions supporting elementary and secondary education programs; FY 2020 Commerce, Justice Science Appropriations bill, provisions related to juvenile justice programs; and legislation to address the Deferred Action for Childhood Arrivals Program (DACA).

17. House(s) of Congress and Federal agencies  Check if None

U.S. SENATE, U.S. HOUSE OF REPRESENTATIVES, Education - Dept of

18. Name of each individual who acted as a lobbyist in this issue area

First Name	Last Name	Suffix	Covered Official Position (if applicable)	New
Perrin	Exdini			
Danielle	McBeth			

19. Interest of each foreign entity in the specific issues listed on line 16 above  Check if None

**Information Update Page - Complete ONLY when registration information has changed.**

20. Client new address

Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

21. Client new principal place of business (if different than line 20)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

22. New General description of client's business or activities

**LOBBYIST UPDATE**

23. Name of each previously reported individual who is no longer expected to act as a lobbyist for the client

First Name	Last Name	Suffix	First Name	Last Name	Suffix
1			3		
2			4		

**ISSUE UPDATE**

24. General lobbying issue that no longer pertains

**AFFILIATED ORGANIZATIONS**

## ATTACHMENT A

25. Add the following affiliated organization(s)

Internet Address:

Name	Address				Principal Place of Business (city and state or country)		
	Street Address	City	State/Province	Zip	Country	City	State

26. Name of each previously reported organization that is no longer affiliated with the registrant or client

1	2	3
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### FOREIGN ENTITIES

27. Add the following foreign entities:

Name	Address			Principal place of business (city and state or country)	Amount of contribution for lobbying activities	Ownership percentage in client
	Street Address	City	State/Province			
				City State                      Country		%

28. Name of each previously reported foreign entity that no longer owns, or controls, or is affiliated with the registrant, client or affiliated organization

1	3	5
2	4	6

### CONVICTIONS DISCLOSURE

29. Have any of the lobbyists listed on this report been convicted in a Federal or State Court of an offense involving bribery, extortion, embezzlement, an illegal kickback, tax evasion, fraud, a conflict of interest, making a false statement, perjury, or money laundering?

No    Yes

Lobbyist Name	Description of Offense(s)

Congress of the United States  
Washington, DC 20515

June 3, 2019

Mr. Jon Adler  
Director  
Bureau of Justice Assistance  
U.S. Department of Justice  
810 Seventh Street NW,  
Washington, D.C. 20531

Dear Director Adler:

As Members of the Florida Congressional Delegation representing the School Board of Broward County (SBBC), we write in support of the SBBC grant applications for the U.S. Department of Justice Bureau of Justice Assistance STOP School Violence Threat Assessment and Technology Reporting and STOP School Violence Prevention and Mental Health Training Program.

The proposed programs forge major steps forward in improving threat assessment training, collaborative efforts between law enforcement and School District officials in Broward County, and expanding universal violence prevention curriculum in schools and homes. In addition, the proposed programs will enhance safe and secure surroundings for Broward County residents and SBBC students through improvements to threat assessments and education for when and how to report suspicious activity to law enforcement and School District officials.

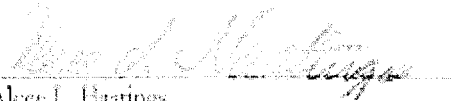
The importance of the safety and security of our students and community has never been greater. In order to prevent violent incidents, better respond to these incidents, and increase the sense of security district wide, it is imperative that stakeholders across the county gain greater awareness of violence prevention strategies.

Thank you for your attention to our letter of support for the application from SBBC. Consistent with the ethics requirements of the U.S. House of Representatives, we are committed to this grant request and we support its effort. We appreciate your full and fair consideration of this application. Please keep us informed as the process progresses.

Sincerely,

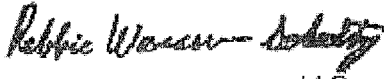


Theodore E. Deutch  
Member of Congress



Alice L. Hastings  
Member of Congress

ATTACHMENT A



Debbie Wasserman Schultz  
Member of Congress



Frederica S. Wilson  
Member of Congress



[FULL COMMITTEE PRINT]

116TH CONGRESS <i>1st Session</i>	HOUSE OF REPRESENTATIVES	REPORT 116-XXX
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DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION, AND RELATED AGENCIES APPROPRIATIONS BILL, 2020

XXX, 2019.—Committed to the Committee of the Whole House on the State of the Union and ordered to be printed

Ms. DELAURE, from the Committee on Appropriations,  
submitted the following

R E P O R T

[To accompany H.R.]

The Committee on Appropriations submits the following report in explanation of the accompanying bill making appropriations for the Departments of Labor, Health and Human Services (except the Food and Drug Administration, the Agency for Toxic Substances and Disease Registry and the Indian Health Service), and Education, and the Committee for Purchase from People Who Are Blind or Severely Disabled, Corporation for National and Community Service, Corporation for Public Broadcasting, Federal Mediation and Conciliation Service, Federal Mine Safety and Health Review Commission, Institute of Museum and Library Services, Medicaid and CHIP Payment and Access Commission, Medicare Payment Advisory Commission, National Council on Disability, National Labor Relations Board, National Mediation Board, Occupational Safety and Health Review Commission, Railroad Retirement Board, and Social Security Administration for the fiscal year ending September 30, 2020, and for other purposes.

INDEX TO BILL AND REPORT

	Page number	
	Bill	Report
Summary of Estimates and Appropriation .....		
General Summary of the Bill .....		
Title I—Department of Labor:		
Employment and Training Administration .....		
Employee Benefits Security Administration .....		

34-000

methods, such as children with disabilities, English learners, children of color, and economically disadvantaged students.

*Statewide Family Engagement Centers*

The Committee recommends \$15,000,000 for Statewide Family Engagement Center grants, which is \$5,000,000 above fiscal year 2019 enacted level. The fiscal year 2020 budget request proposes to eliminate the program. Funds are awarded through grants to organizations to provide technical assistance and training to State and local educational agencies in the implementation and enhancement of systemic and effective family engagement policies, programs, and activities that lead to improvements in student development and academic achievement.

**SAFE SCHOOLS AND CITIZENSHIP EDUCATION**

Appropriation, fiscal year 2019 .....	\$190,754,000
Budget request, fiscal year 2020 .....	200,000,000
Committee Recommendation .....	240,000,000
Change from enacted level .....	+49,246,000
Change from budget request .....	+40,000,000

The Committee recommends a total of \$240,000,000 for activities to promote safe schools, healthy students, and citizenship education, which is \$49,246,000 over the fiscal year 2019 enacted level and \$40,000,000 over the fiscal year 2020 budget request.

*Promise Neighborhoods*

The Committee recommends \$80,000,000 for Promise Neighborhoods, which is \$1,746,000 more than the fiscal year 2019 enacted level. The fiscal year 2020 budget request proposes to eliminate this program. Promise Neighborhoods supports grants to nonprofit, community-based organizations for the development of comprehensive neighborhood programs designed to combat the effects of poverty and improve educational outcomes for children and youth, from birth through college.

*School Safety National Activities*

The Committee recommends \$120,000,000 for School Safety National Activities, \$25,000,000 above the fiscal year 2019 enacted level, and \$80,000,000 less than the fiscal year 2020 budget request. The Committee's recommendation provides up to \$10,000,000 for the Project School Emergency Response to Violence (Project SERV) program.

Within School Safety National Activities, the Committee includes sufficient funding to continue a demonstration program initiated in fiscal year 2019 to test and evaluate innovative partnerships between institutions of higher education and States or high-need local educational agencies to train school counselors, social workers, psychologists, or other mental health professionals qualified to provide school-based mental health services, with the goal of expanding the pipeline of these workers into low-income public elementary schools and secondary schools in order to address the shortages of mental health service professionals in such schools.

The Committee supports efforts to train school-based mental health professionals; however, more must be done to directly increase the number of well-trained mental health professionals in

school districts across the country. Research shows that building the capacity of students to develop social and emotional skills, and take responsibility for their community, can reduce bullying, violence, and aggressive behaviors, making schools safer. Increasing the number of qualified mental health professionals in schools is central to this work. With the goal of immediately addressing this urgent national need, the Committee directs the Secretary to provide no less than \$25,000,000 in awards to SEAs, LEAs, or consortia of LEAs to increase the number of well-trained school counselors, social workers, psychologists, or other mental health professionals qualified to provide school-based mental health services. This competition, which would expand the number of mental health and child development experts in schools, is part of the Committee's new initiative to provide resources for SEL. To promote the sustainability of these services, the Secretary shall require that awards include a 25 percent match from grantees and require that the awards do not supplant existing mental health funding. Within 90 days of enactment of this Act, the Department is directed to brief the Committees on Appropriations on plans for carrying out the competition. In addition, the Department shall provide notice to the Committees at least seven days before grantees are announced.

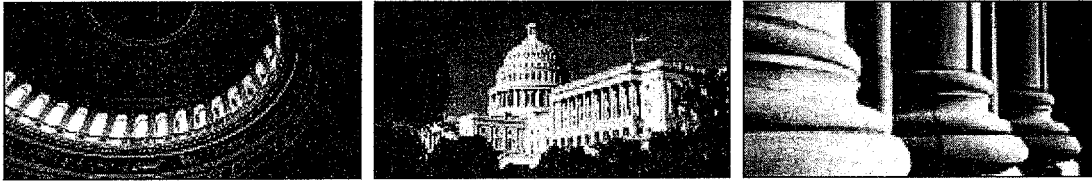
The Project SERV program provides counseling and referral to mental health services as well as other education-related services to LEAs and IHEs in which the learning environment has been disrupted by a violent or traumatic crisis. The Committee directs the Department to report to the Committees on Appropriations within 180 days of enactment of this Act on how fiscal years 2017, 2018, and 2019 grant recipients used Project SERV funds; recommendations from grant recipients on how the program could be improved; and, information on how these funds helped them recover from a violent or traumatic crisis. The Department shall brief the Committees within 30 days of enactment of this Act on how it plans to carry out this directive.

The Committee is disappointed that the Department issued a Federal School Safety Commission Report about how to prevent school shootings that failed to look at the role of our nation's permissive gun laws. Further, the Committee is dismayed that the Department relied on racially-biased conclusions to justify the rescission of the 2014 "Rethink School Discipline" guidance. The Committee directs the Department, within 90 days of enactment of this Act, to remove references to the report entitled: "Prior problem behavior accounts for the racial gap in school suspensions" from all materials on the Department's website, guidance, or reports. Furthermore, the Committee directs the Department to reconsider the rescission of this guidance.

#### *Full-Service Community Schools*

The Committee recommends \$40,000,000 for Full-Service Community Schools, which is \$22,500,000 more than the fiscal year 2019 level. The fiscal year 2020 budget request proposes to eliminate this program. This program makes competitive grants to support school-based comprehensive services for students, families, and communities. The Full-Service Community Schools program, which supports evidence-based models to meet the holistic needs of

**ALCALDE & FAY**  
 GOVERNMENT & PUBLIC AFFAIRS FIRM  
*Celebrating 125 Years of Service*



## HIGHLIGHTS OF THE PRESIDENT'S FY 2020 BUDGET

Since the release of the Trump Administration's Fiscal Year (FY) 2020 Budget, we have reviewed budgetary analysis and information from Federal Agencies and highlighted relevant programs below as specifically provided by these documents. The Administration's recommendations, which were released in two parts (*initial summary on March 11th and full budget on March 13th*), are intended to serve as a guide to funding levels for Congress to enact through the annual appropriations process.

The President's FY 2020 budget includes approximately \$1.3 trillion in overall discretionary spending that initially limits spending to \$576 billion for defense and \$543 billion for non-defense, thereby adhering to the current caps on FY 2020 discretionary spending established by the Budget Control Act of 2011 (BCA). However, the budget would also allocate \$165 billion in cap-exempt Overseas Contingency Operations (OCO) funds for defense, as well as approximately \$9 billion in emergency funding (primarily for border wall construction), bringing the defense discretionary total to \$750 billion. The cuts to the non-defense discretionary spending level reflect an overall reduction of approximately 9 percent compared to FY 2019, although some agencies would suffer cuts well above the 9 percent average, including at the Department of Education at a proposed 12 percent reduction.

Since enactment of the BCA in 2011, Congress has enacted several bipartisan budget deals to raise discretionary spending caps for multiple fiscal years at a time, the most recent of which is the Bipartisan Budget Act of 2018 (BBA), which increased discretionary spending caps for FY 2018 and FY 2019. While a similar deal has not been enacted for FY 2020, negotiations have already begun at the committees of jurisdiction and at the leadership level to raise the spending caps for both of fiscal years 2020 and 2021.

The President's FY 2020 budget request includes the following funding and policy proposals as summarized below. In addition to the specific program funding levels outlined, the Administration also recommends eliminating federal funding for several independent federal agencies and associations, including the Corporation for Public Broadcasting (CPB), National Endowment for the Arts (NEA), National Endowment for the Humanities (NEH), and the Institute of Museum and Library Services (IMLS) and its Library Services Technology Act (LSTA) grants.

*Please note that funding levels presented may not add up precisely to the totals due to rounding. In some cases, funding levels included in the budget proposal reflect program reorganizations and/or cancellations, therefore a direct comparison to FY 2019 enacted levels is not prudent.*

## DEPARTMENT OF AGRICULTURE

Approximately \$22.4 billion in discretionary budget authority for FY 2020, approximately \$5 billion below comparable FY 2019 enacted levels to fund programs and operating expenses.

*Food and Nutrition Service*

- **Women, Infants, and Children (WIC):** \$5.75 billion, \$325 million below FY 2019 enacted levels, to help improve the health and nutritional intake of low-income pregnant, breastfeeding and postpartum women as well as infants and children until their fifth birthday. The funding level is based on USDA estimates of declining WIC enrollments and will not prevent eligible recipients from receiving benefits.
- **Child Nutrition Programs:** \$23.943 billion for child nutrition programs, \$804 million above the FY 2019 enacted level to assist state and local governments, and private non-profit organizations in ensuring that children in schools and child care – and adults in adult day care programs – receive meals that meet their nutritional needs, foster healthy eating habits, reduce the number of overweight and obese children, and safeguard their health.
  - The budget proposes specific reforms to the National School Lunch (NSLP) and School Breakfast (SBP) Programs, designed to increase program integrity and which would result in savings of \$1.7 billion over 10 years. The first modification consists of requiring local educational agencies to verify the information reported on 8 percent of household applications, up from the current maximum of 3 percent. The Administration also proposes limiting participation in the Community Eligibility Provision to only those schools where 40 percent or more their enrolled students are categorically or automatically eligible for free meals.
  - Funding would be zeroed out for the School Meal Equipment Grants Program which provides grants to help schools, particularly in low-income areas, with purchasing the equipment needed to serve healthier meals, improve food safety, expand access and/or improve energy. The budget asserts that the program, which received \$30 million in FY 2019 (\$270 million between FY 2009 and 2018), is no longer needed as the updated meal standards have been in place for several years.
- **Supplemental Nutrition Assistance Program (SNAP):** \$69.069 billion, approximately \$4.41 billion below FY 2019 enacted levels to provide low-income individuals and families nutrition assistance. SNAP benefits can be used to purchase food at grocery stores, convenience stores, and some farmers' markets and co-op food programs. While the proposal would cut SNAP funding in FY 2020 by \$4.41 billion, OMB estimates that if all of the proposed program modifications for SNAP were to be adopted the result would be a cut of approximately \$17.409 billion in FY 2020 and an overall reduction of \$219.78 billion over 10 years. The policy proposals for SNAP include, but are not limited to, the following:
  - The Budget includes a proposal to strengthen the SNAP work requirements by requiring that all able-bodied adult participants between the ages of 18-65 engage in at least 20 hours or more of employment, employment-related training, or community service in order to receive benefits.
  - The Administration has included a proposal unveiled in last year's budget that combines the use of traditional SNAP Electronic Benefit Transfer (EBT) cards with a USDA Foods Box that contains 100 percent American grown products in lieu of a portion of their SNAP benefits. The Administration estimates its "America's Harvest Box" proposal would result in savings of \$127.8 billion over 10 years.

## DEPARTMENT OF EDUCATION

\$64 billion in total discretionary budget authority for the Department of Education, a decrease of approximately \$7.1 billion below the comparable FY 2019 enacted level. The request includes targeted funding increases for new and expanded school choice initiatives, while also eliminating or reducing funding for 29 programs.

**Programs Proposed for Elimination in FY 2020**

*\*Numbers may not add up precisely due to rounding.\**

21st Century Community Learning Centers	\$1,222 million
Alaska Native Education	\$35.5 million
American History and Civics Education	\$4.8 million
Arts in Education	\$29 million
Comprehensive Centers	\$52 million
Comprehensive Literacy Development Grants	\$190 million
Federal Supplemental Educational Opportunity Grants	\$340 million
Full-Service Community Schools	\$17.5 million
Fund for the Improvement of Postsecondary Education	\$5 million
Gaining Early Awareness and Readiness for Undergraduate Programs	\$360 million
Graduate Assistance in Areas of National Need	\$23 million
Impact Aid Payments for Federal Property	\$74.3 million
Innovative Approaches to Literacy	\$27 million
International Education and Foreign Language Studies Domestic Programs	\$65.1 million
International Education and Foreign Language Studies Overseas Programs	\$7.1 million
Javits Gifted and Talented Education	\$12 million
Native Hawaiian Education	\$36.4 million
Promuse Neighborhoods	\$78.3 million
Ready to Learn Programming	\$27.7 million
Regional Educational Laboratories	\$55.4 million
Special Olympics Education Programs	\$17.6 million
Statewide Family Engagement Centers	\$10 million
Statewide Longitudinal Data Systems	\$32.3 million
Strengthening Institutions	\$99.9 million
Student Support and Academic Enrichment Grants	\$1.17 billion
Supported Employment State Grants	\$22.5 million
Supporting Effective Educator Development	\$75 million
Supporting Effective Instruction State Grants	\$2,055 million
Teacher Quality Partnership	\$43.1 million
<b>TOTAL</b>	<b>\$6.69 billion</b>

**Title I Grants to Local Educational Agencies (LEAs)**

- \$15.86 billion, the same as the FY 2019 enacted level, for Title I Grants to Local Educational Agencies (LEAs), to provide supplemental education funding, especially in high-poverty areas, for local programs that facilitate extra academic support to help students in high-poverty schools meet challenging State academic standards.

***Increase Access to School Choice***

- **Charter Schools Grants:** \$500 million, which includes a \$60 million increase above the FY 2019 enacted level, to strengthen State efforts to start new charter schools or expand and replicate existing high-performing charter schools while providing up to \$125 million to meet the growing demand for charter school facilities.
- **Magnet Schools Assistance Program:** \$107 million, the same as the FY 2019 enacted level, to establish and operate magnet schools that are part of an approved desegregation plan. The newly reauthorized program will give priority to applicants proposing to make socioeconomic diversity a central factor in their efforts to increase racial integration.
- **Student-Centered Funding Incentive Grants:** \$50 million for this new program intended to spur LEAs to participate in agreements under ESEA Title I, Part E, which authorizes the Department to give LEAs flexibility to consolidate Federal funds together with State and local funds in student-centered funding systems based on weighted per-pupil allocations. These grants would help demonstrate the viability of moving from traditional school finance systems to weighted student funding models and the potential impact of those models on improving student outcomes while reducing LEA red tape. These grants would be available to up to 10 LEAs for activities related to refining and implementing these systems, which could include temporary payments to individual schools to offset reduced funding and allow for a smooth transition to these systems.

***School Safety National Activities***

- \$200 million for this program, the successor to the Safe and Drug-Free Schools and Communities National Activities program, which is approximately \$105 million more than the comparable FY 2019 level. The budget proposes an allocation of \$100 million as formula grants to the states, with the remaining funding to be distributed across several programs including, but not limited to, the following
  - **School Climate Transformation Grants:** \$53.4 million to support continuation awards, and related technical assistance, to fund the third year of 5-year grants to SEAs and second year of 5-year grants to LEAs.
  - **National Center on Safe Supportive Learning Environments (NCSSLE):** \$2 million for technical assistance to SEAs, LEAs and institutions of higher education, relating to alcohol and drug use and violence prevention at the elementary, secondary, and postsecondary levels.
  - **Project SERV (School Emergency Response to Violence):** \$10 million, an increase of \$5 million over the amount reserved in recent years, to replenish the Department's longstanding reserve fund that supports the provision of education-related services—including counseling and referral to mental health services as needed—to LEAs and IHEs in which the learning environment has been disrupted due to a violent or traumatic crisis.

***IDEA/Special Education Grants***

- \$12.36 billion for the Grants to States Program, the same as the FY 2019 level. Formula grants are allocated to States to assist in providing special education and related services to children with disabilities ages three through 21.

***Career and Technical Education Grants (Perkins)***

- \$1.262 billion, the same as the 2019 level, for formula grants to States to assist with expanding and improving career and technical education (CTE) in high schools, technical schools, and community colleges.

- \$20 million for CTE National Programs, \$12.6 million more than in FY 2019, to fund grants provided under the newly authorized Innovation and Modernization authority focusing on science, technology, engineering, and mathematics (STEM) fields, including computer science.

#### ***English Language Acquisition***

- \$737.4 million for Language Acquisition State grants, approximately the same as the FY 2019 level, to help States and school districts meet the educational needs of the growing number of EL students enrolled in their schools, including meeting challenging State academic content and student academic achievement standards.

### **ENVIRONMENTAL PROTECTION AGENCY**

\$6.068 billion in budget authority for the Environmental Protection Agency, an overall reduction of approximately \$2.7 billion (30 percent) below the FY 2019 enacted level. The Administration proposes eliminating dozens of programs and sub-program projects resulting in an estimated savings of approximately \$650 million compared to the FY 2019 funding level.

#### ***Lead Testing Grant Programs***

- \$10 million for the Voluntary School and Child Care Lead Testing grant program, \$15 million less than the FY 2019 level, which awards grants to states and local educational agencies for lead testing in schools and child care centers.
- The budget proposes \$50 million for a new Healthy Schools Grant Program to assist state and local governments, and local educational agencies (LEAs) with identifying, assessing and resolving environmental hazards in schools across the country. Funding would be used to identify and help prevent, reduce and resolve environmental hazards and prevent childhood lead exposure, reduce asthma triggers, promote integrated pest management, and reduce or eliminate childhood exposure to one or more toxics in schools across all environmental landscapes.

### **DEPARTMENT OF HEALTH AND HUMAN SERVICES**

\$87.1 billion in discretionary budget authority for the Department of Health and Human Services (HHS), which represents a decrease of approximately 12 percent below the comparable FY 2019 enacted level.

#### ***Medicaid and Medicare Reforms***

- The budget once again calls for enactment of the 2017 Graham-Cassidy-Heller-Johnson (GCHJ) healthcare reform bill as soon as possible, in particular the legislation's shift to a block-grant or per-capita funding system for Medicaid funding to states. The budget estimates savings from this and other Medicaid reforms, including strengthening work requirements, to be approximately \$1.4 trillion over 10 years. The budget's proposed Medicare reforms, which OMB estimates will save approximately \$846 billion over 10 years, include eliminating the disparity between payments to on-campus hospital outpatient departments and physician offices for certain services, establishing a unified post-acute care payment system for providers, and shifting certain payments to hospitals for graduate medical education and uncompensated care out of the Medicare reimbursement program.

#### ***Administration for Children and Families (ACF)***



- \$52.1 billion (\$18.3 billion in discretionary funding and \$33.7 in mandatory funding) for ACF programs, which includes a reduction of \$4.88 billion in discretionary spending below the comparable FY 2019 enacted level, including the following allocations:
  - **Head Start:** \$10.063 billion, the same as the FY 2019 enacted level.
  - **Preschool Development Grants:** Eliminates funding (\$250 million in FY 2019) for these grants, which are currently managed jointly by the Department of Education and HHS.
  - **Child Care and Development Block Grant (CCDBG):** \$5.276 billion, the same as the FY 2019 level.
  - **Community Services Programs:** Funding is eliminated for the Community Services Block Grant (CSBG), Community Economic Development, and Rural Community Facilities programs, which the Administration estimates will result in approximately \$754 million in savings.
  - **Social Services Block Grant (SSBG):** Funding would be eliminated for the SSBG, which received \$1.6 billion in mandatory funds in FY 2019 to provide support for a broad array of social services for vulnerable children and adults. The Administration asserts that the program is duplicative and has not demonstrated effectiveness in improving economic and/or social well-being.
  - **Temporary Assistance for Needy Families (TANF):** Approximately \$15.2 billion for all TANF funding activities, an overall reduction of approximately \$2.1 billion from the comparable baseline authorized level for FY 2019, which includes reductions of \$1.6 billion (10 percent) from state formula block grants and the elimination of the \$608 million TANF Contingency Fund. The 10 percent reduction to TANF block grants aligns with the Budget proposal to eliminate the SSBG, as States had been able to transfer up to 10 percent of TANF funds to SSBG. The Budget also proposes reforming TANF by requiring that able-bodied, working-age individuals find employment, train for work, or volunteer (community service) in order to receive benefits from the program.

***Substance Abuse and Mental Health Service Administration (SAMHSA)***

- \$5.68 billion in total funding for SAMHSA (\$5.534 billion in discretionary funding), a decrease of approximately \$63 million below the FY 2019 level.
- SAMHSA's overall budget request is divided, in part, among the following four program partnerships with States, communities, tribal and private not-for-profit organizations to enhance health and reduce the adverse impact of substance abuse and mental illness on America's communities:
  - **Substance Abuse Prevention:** \$244.09 million, approximately \$38.6 million above the FY 2019 enacted level, but which includes \$100 million for the Drug Free Communities program to be directly appropriated to and administered by SAMHSA (*previously funded separately under the Office of National Drug Control Policy*), and \$58.43 million, reflecting a cut of \$61.06 million below the FY 2019 enacted level, for the Strategic Prevention Framework – Partnerships for Success (SPF-PFS) program, which awards funds to address underage drinking among persons aged 12-20 and prescription drug misuse among persons aged 12-25.
  - **Substance Abuse Treatment:** \$3.788 billion, approximately \$30.79 million below the FY 2019 enacted level. This amount includes, but is not limited to, level funding for the State Opioid Response Grants program (\$1.5 billion) and Substance Abuse Block Grant (\$1.858 billion).
  - **Health Surveillance and Program Support:** \$140.96 million, which reflects a \$20.8 million cut to the FY 2019 enacted level.
  - **Mental Health:** \$1.506 billion, a decrease of approximately \$51.93 million below the FY 2019 enacted level. This includes \$722.57 million for the Community Mental Health Services Block

Grant, equal the FY 2019 enacted amount. The mental health allocation also includes \$81 million, an increase of \$10 million above the FY 2019 level, for the Project AWARE grants program that provides funding to states for efforts to raise awareness of mental health issues and connect young people experiencing behavioral health issues, as well as their families, with needed services.

## DEPARTMENT OF JUSTICE

\$29.2 billion, approximately \$1.7 billion below the FY 2019 enacted levels, in Department of Justice discretionary funding

### *Office of Justice Programs (OJP)*

The Budget requests \$1.482 billion in discretionary funding for Office of Justice Programs (OJP) State and Local Law Enforcement Assistance, a cut of approximately \$241 million below the FY 2019 enacted level. Within that allocation are the following programs:

- **Byrne Justice Assistance Grants (JAG):** \$402 million, \$18.3 million less than FY 2019 enacted levels, to support law enforcement, prosecution and courts, crime prevention, corrections, drug treatment and other important initiatives. Within the JAG program funding, approximately \$75 million is reserved for funding several grant programs including, but not limited to, the Body-Worn Camera (\$22.5 million) and Bullet Proof Vest Partnership (\$22.5 million) programs, which provide for competitive grants for purchases of body-worn cameras and armor vests. Both of these programs have previously been funded through separate line-item allocations.
- **Violent Gang and Gun Crime Reduction/Project Safe Neighborhoods (PSN) Program:** \$140 million, for this initiative designed to reinvigorate and build on the work of the Department's ongoing PSN Program to create safer neighborhoods through sustained reductions in gang violence and gun crime. Funding is awarded on a formula basis to the 94 federal judicial districts based on violent crime rate data and other indicators of overall need. In previous years, this program was funded as a set-aside within the JAG program, however the budget proposes funding it as an independent line item.
- **Comprehensive Opioid Abuse Program (COAP):** \$145 million, \$12 million below the FY 2019 enacted level, for COAP grants to support the implementation, enhancement, and proactive use of prescription drug monitoring programs to support clinical decision-making and prevent the misuse and diversion of controlled substances. The budget proposes expanding the authorized uses of COAP funds to address both opioid and stimulant abuse reduction activities.
- **STOP School Violence Act Program:** \$100 million, the same as the FY 2019 enacted level (*after including funding transfers from COPS*), for programs authorized by the Stop School Violence Act with primary goals of: providing training for students, school personnel, and local law enforcement to identify warning signs and intervene to stop school violence before it happens; improving school security infrastructure; developing and operating school threat assessment and crisis intervention teams; and facilitating coordination between schools and local law enforcement.

**Office of Juvenile Justice Programs (OJJP)**

\$238.5 million, \$48.5 million less than the FY 2019 amount, to support State and local efforts to develop and implement effective and coordinated prevention and intervention juvenile programs. Within that allocation are the following programs:

- **Juvenile Justice Formula Grants:** \$58 million, \$2 million below FY 2019 enacted levels, to support State and local efforts to develop and implement comprehensive State juvenile justice plans, as well as provide training and technical assistance.
- **Delinquency Prevention Program:** \$17 million, \$7.5 million above FY 2019 enacted levels, to support delinquency prevention programs and activities to benefit youth who are at risk of having contact with the juvenile justice system.
- **Youth Mentoring Program:** \$58 million, \$37 million less than FY 2019 enacted levels, to enhance and expand existing community-based mentoring strategies and programs, and develop, implement, and pilot mentoring strategies and programs designed for youth in the juvenile justice, reentry, and foster care systems.

**DEPARTMENT OF LABOR**

\$10.898 billion in discretionary funding is included for the Department of Labor (DOL) in FY 2020, a decrease of approximately \$1.2 billion below the FY 2019 enacted level, in addition to approximately \$28.68 billion in mandatory spending.

- **Apprenticeships:** \$160 million, the same as the FY 2019 enacted level, for the Apprenticeship Grant program, which provides competitive grants to States, industry, and to community-based organizations to support innovative, job-driven approaches resulting in the expansion of Registered Apprenticeship programs to train workers with 21st Century skills that meet employer and industry workforce needs. The budget notes that the funding increase will be used to support the rapid expansion of Industry-Recognized Apprenticeships to expand apprenticeship opportunities in high-growth sectors where apprenticeships are underutilized, including cybersecurity, health care, information technology, and advanced manufacturing.

***Paid Parental Leave***

- The Administration is again proposing a new Paid Parental Leave Program within DOL's Unemployment Insurance (UI) program, for States to provide six weeks of paid family leave to new mothers and fathers, including adoptive parents.
- The Administration is proposing approximately \$20 billion in mandatory funding over 10 years for States' start-up costs and administrative costs to operate the program through grants provided by the ETA, including \$750 million in funding for start-up costs in 2019.

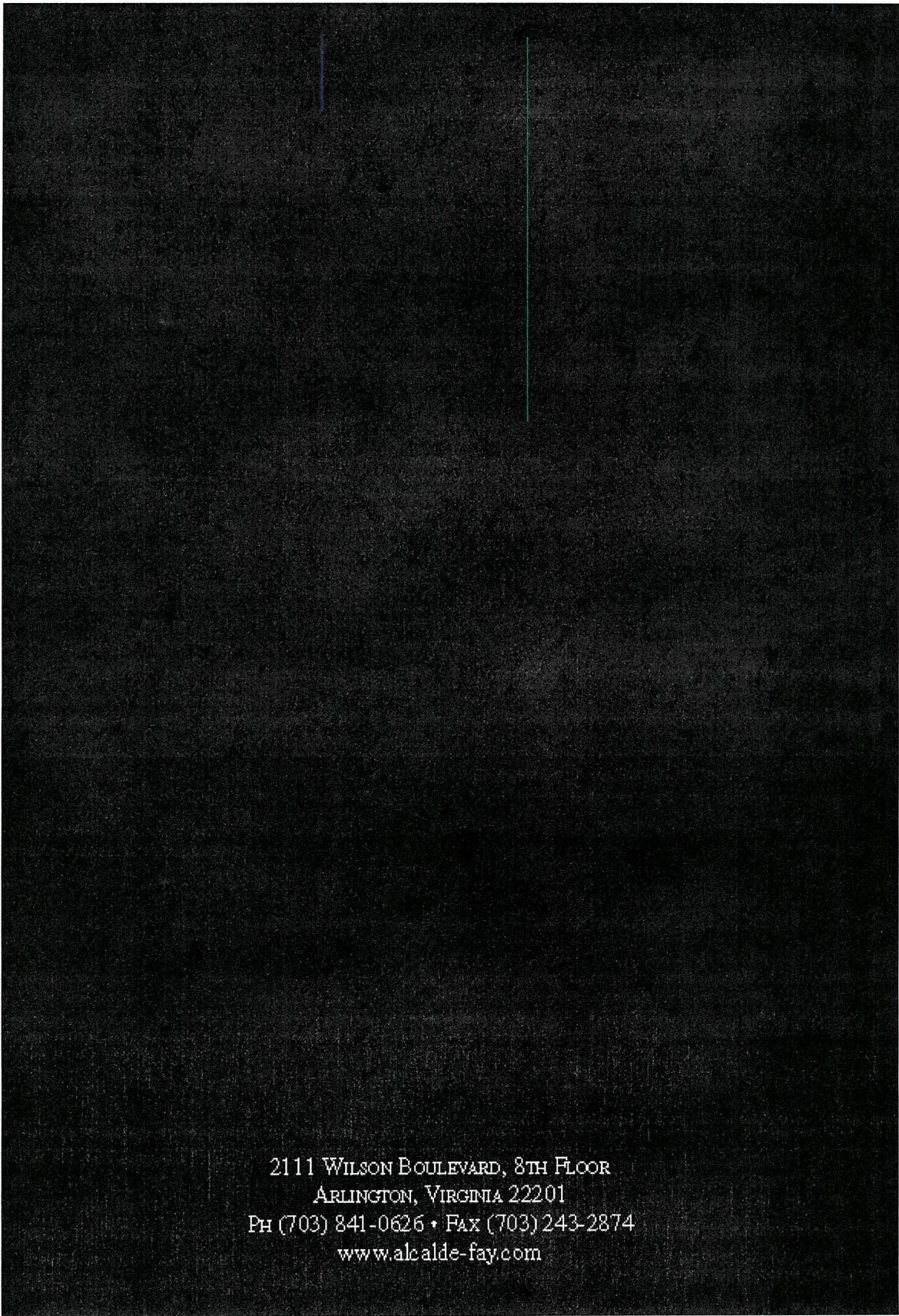
***Employment and Training Administration (ETA) - Training and Employment Services (TES)***

- **Grants to States:** \$2.7 billion, approximately the same as the FY 2019 enacted level, for WIOA-authorized grants to States, including level funding for the following programs:
  - **Adult Employment and Training:** \$845.556 million, the budget proposes increasing the cap on local areas providing incumbent worker training (from 20 percent to 40 percent) if those funds support apprenticeship programs, with the goal of providing states and local areas with more

flexibility to tailor training options to their economies, and provides more flexibility to support apprenticeship models that work locally.

- **Youth Employment and Training:** \$903.416 million.
  - **Dislocated Worker (DW) Program:** \$1.04 billion.
- **YouthBuild:** \$84.534 million, a cut of \$5 million below the FY 2019 enacted level, for the YouthBuild program, which addresses the challenges faced by unemployed, high school dropouts by providing them with an opportunity to gain both the education and occupational skills that will prepare them for employment with a living wage.
- **Job Corps:** \$1.015 billion, approximately \$703 million less than the FY 2019 enacted level, for the Office of Job Corps to help unemployed young Americans receive education, job training, and employment assistance. The budget makes a number of program recommendations including prioritizing enrollment for students aged 20 to 24, which it notes is based on evidence showing Job Corps to be more effective for this age group; supporting the continued implementation of numerous security improvements at the most vulnerable centers; and increasing the Administration's authority to close chronically low performing and/or rundown facilities.





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**SCOPE OF SERVICES**

1. VENDOR shall meet, as required, with SBBC and the Superintendent or his designee(s) at mutually agreed times and confer with respect to issues before the United States Congress and/or the United States Department of Education and other federal agencies having a bearing on the Board's fiscal, operational, and programmatic interests.
2. VENDOR shall participate in the development and promotion of SBBC's federal legislative program.
3. VENDOR shall perform and participate in specific legislative tasks as assigned.
4. VENDOR to provide interpretation, summaries, analyses and explanation of all federal legislation, appropriations and regulations to the Superintendent or designee(s) and staff of Broward County Public Schools (BCPS) responsible for implementing and managing federal programs, as appropriate.
5. VENDOR shall track and report on developments related to the federal budget, federal appropriations and philanthropic funding streams and initiatives, for which SBBC could be a recipient, to the Superintendent or designee(s).
6. VENDOR shall establish and maintain positive working relationships with members of the United States House of Representatives and United States Senate as appropriate and the agencies of the Executive Branch of the federal government to enhance necessary intergovernmental relations beneficial to the Board and to advance SBBC's objectives.
7. VENDOR shall arrange and attend meetings locally and in Washington, DC with appropriate members of Congress the executive branch or federal agency officials as requested by the Superintendent or his designee(s).
8. VENDOR shall represent SBBC and the Superintendent at local and national meetings related to federal legislative and governmental issues, as determined and approved in advance by the Superintendent or his designee(s).
9. VENDOR shall coordinate federal legislative activities, duties and responsibilities with the Superintendent or his designee(s).
10. VENDOR shall advocate for the SBBC's legislative program and legislative priorities.

**SCOPE OF SERVICES**

11. VENDOR shall provide regular updates on federal and national issues to the Superintendent and any written reports, as may be required, by the Superintendent or his designee.
12. VENDOR shall meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written reports of activities and efforts relating to the representation and promotion of SBBC and the Superintendent, the development and promotion of the District's legislative programs, and other related activities.
13. VENDOR shall research and identify grant funding or other opportunities for funds under the federal legislative system.
14. VENDOR shall assist SBBC and Superintendent in formulating the Federal Legislative Program.
15. VENDOR shall assume accountability for each item of plan (consultant/staff) and formulate measurable goals, utilizing knowledge of performance accountability systems.
16. VENDOR shall participate in utilization of performance evaluation instrument.

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**BALLARD PARTNERS, INC.**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
201 East Park Avenue, 5<sup>th</sup> Floor  
Tallahassee, Florida 32301

**WHEREAS**, VENDOR offered a proposal for Lobbying Services dated August 23, 2019 (hereinafter referred to as "Proposal", **Attachment A**) which is incorporated by reference herein in response to a direct negotiation; and;

**WHEREAS**, SBBC is desirous of obtaining VENDOR for executive and legislative levels for State Lobbying Services for the provision of technical assistance, advice, and consultation concerning all state policies, legislation, appropriations and regulations that may impact SBBC; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for professional services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.



## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **January 1, 2020** and conclude on **December 31, 2022**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

First:            This Agreement; then  
Second:        Proposal submitted by VENDOR

2.03 **Description of Services Provided.** VENDOR shall provide SBBC with the Scope of Services as proposed in VENDOR's Proposal and pursuant to the Scope of Services which is attached hereto and incorporated herein as **Attachment B – Scope of Services**.

2.04 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement at a monthly cost of Five Thousand Dollars (\$5,000) per month for thirty-six (36) months, for a total of \$180,000 for the initial term of the Agreement. SBBC shall remit payment to VENDOR within at least 30 days after receipt of monthly invoice. This cost will provide full-scale, comprehensive representation at the executive and legislative levels of the state government as provided in the Scope of Services, **Attachment B**.

2.05 **Disclosure of Education Records and Employee Information.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to VENDOR. Should vendor come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

### 2.06 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

**2.07 Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director of Legislative Affairs  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Brian Ballard, President  
Ballard Partners, Inc.  
201 East Park Avenue, 5<sup>th</sup> Floor  
Tallahassee, Florida 32301

With a Copy to: Stephanie G. Zauder, Managing Partner  
Ballard Partners, Inc.  
401 E. Las Olas Boulevard  
Fort Lauderdale, Florida 33301

2.09 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.11 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.12 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.13 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** Attachment A and Attachment B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any



party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document 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 of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

3.15 **Amendments.** 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 each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals and 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.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by  
Eric Abend  
Reason:  
*Eric Abend* BallardPartners 2019  
Date: 2019.10.22  
13:37:26 -04'00'  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**FOR VENDOR:**

ATTEST:

BALLARD PARTNERS, INC.

By [Signature]

Print Name: Brian D. Ballard

Title: President

\_\_\_\_\_, Secretary

-or-

[Signature]

Witness Cynthia H. Davis

[Signature]

Witness Katie Shiner

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21st day of October, 2019 by Brian D. Ballard, President of

BALLARD PARTNERS, INC. Name of Person  
\_\_\_\_\_, on behalf of the corporation/agency.

Name of Corporation or Agency

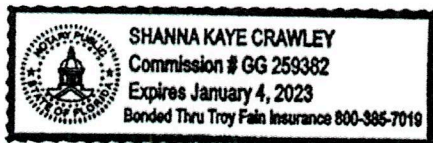
He/She is personally known to me or produced N/A as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]

Signature – Notary Public

(SEAL)



Shanna Kaye Crawley  
Printed Name of Notary

January 4, 2023  
Notary's Commission No.

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**SCHOOL BOARD OF BROWARD COUNTY  
STATE LOBBYING PROPOSAL  
AUGUST 23, 2019**

SUBMITTED BY

**STEPHANIE GRUTMAN ZAUDER, MANAGING PARTNER**  
BALLARD PARTNERS FORT LAUDERDALE  
C. 954.817.8007 E. [Stephanie@ballardpartners.com](mailto:Stephanie@ballardpartners.com)

**KATHERINE SAN PEDRO, PARTNER**  
BALLARD PARTNERS MIAMI  
C. 305.206.6725 E. [Katherine@ballardpartners.com](mailto:Katherine@ballardpartners.com)

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**About Ballard Partners**

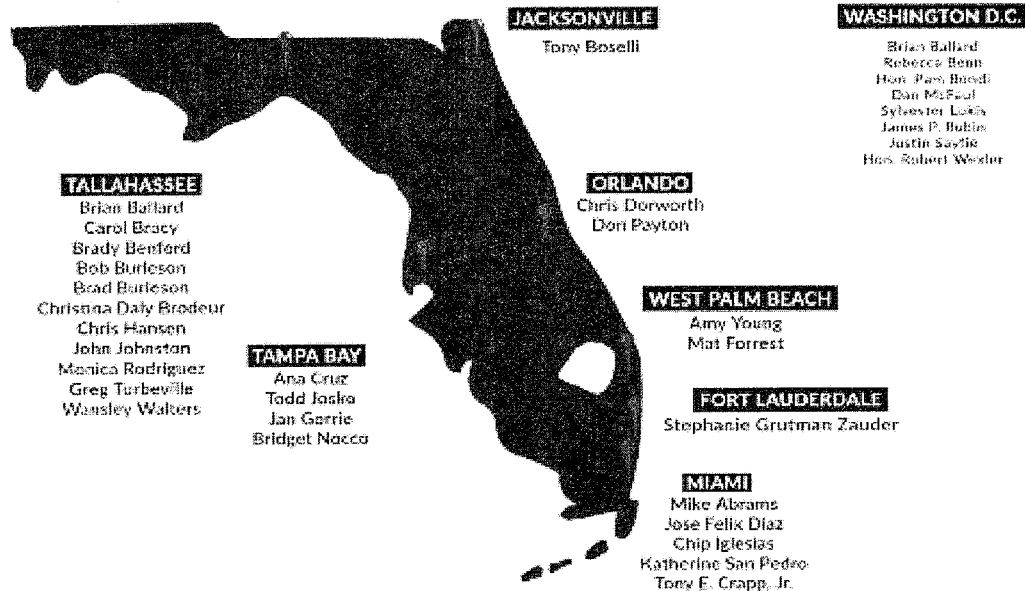
Ballard Partners, led by Brian Ballard, is the largest, most influential Government Relations firm in Florida. Founded in 1998 and headquartered in Tallahassee, Ballard Partners has offices and top talent in every major region of the state including Miami, Ft. Lauderdale, West Palm Beach, Tampa, Orlando, and Jacksonville. In 2017, we expanded our operations to the federal level, opening an office in Washington, DC. State and local level advocacy is the cornerstone of our practice, but we have grown with the needs of our clients to serve them at all levels and in all capacities.

Our ability to deliver results comes from our extensive experience in a broad range of services including government relations, crisis communications, coalition building, grassroots mobilization, and strategic community relations.

We are proud of our reputation as the top firm in Florida and our long list of satisfied and successful clients. Whether it's passing industry changing legislation, securing hundreds of millions of dollars in appropriations, or navigating complex advocacy campaigns - our clients consistently achieve their goals.

**Ballard Partners Offices**

**7 Florida Offices – 1 Washington DC Office - 33 Government Relations Experts**



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**Ballard Partners Clients**

Ballard Partners represents over 200 unique and diverse clients: global innovators, disruptive technologies, major league sports dynasties, fortune 500 companies, government agencies, non-profit organizations to name just a few. Our clients are our family, many of which we have represented for decades. We pride ourselves on client satisfaction and retention. Meet a few of our outstanding clients.



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**Ballard Partners Team**

Our distinct advantage comes from our highly skilled, bipartisan team. Our Partners join our firm after serving in senior positions at the highest levels of local, state and federal government, business, politics, and media. Our team includes former elected officials, agency secretaries, chiefs of staff, county managers, policy directors, political leaders and grassroots experts. Passionate and persuasive advocates, who have cultivated lifelong relationships with key leaders and decision makers throughout the state and country.

The key personnel assigned to School Board of Broward County will be Brian Ballard, Stephanie Grutman Zauder, and Katherine San Pedro. Beyond the primary contacts, all of the Firm's principals and resources can be utilized as necessary. It is our combined policy expertise and relationships at all levels of government that make us uniquely qualified to achieve your goals.

**Brian D. Ballard, President**

Named among the top 10 Republicans in Florida by Campaign & Elections and among the 18 to watch in 2018 by Politico Playbook Power List, Brian has earned a reputation as a tireless, aggressive and effective advocate for his clients' interests. His accomplishments span over 25 years and include legislative successes on hundreds of policy and funding initiatives in Florida and Washington, DC. Before establishing Ballard Partners, Brian served as managing shareholder for Bryant Miller Olive P.A. He currently serves as counsel to Panza,

Maurer & Maynard, P.A. Brian served as chief of staff in the Executive Office of the Governor, developing a special interest in environmental issues. Among his accomplishments, Brian served as chief architect of Preservation 2000, the largest public acquisition program for environmentally sensitive lands in the nation. He also served as Florida's chief negotiator with the U.S. Department of the Interior to end offshore drilling along the state's southeast coastline and the Florida Keys. Brian and his wife, Kathryn, were chosen by three Governors to co-chair the Inaugural Committees that planned and executed the events surrounding the inaugurations of Governor Charlie Crist, Governor Rick Scott, and most recently Governor Ron DeSantis. Brian's political portfolio includes significant roles in presidential campaigns including the historic election of President Donald J. Trump. He was an integral player in the President's successful Florida campaign serving as Chairman of Trump Victory and leading the campaign's finance efforts in Florida. Brian also had the honor of serving as a member of the Electoral College casting his vote for President Trump. The President-elect appointed Brian to serve as Vice Chairman of the Inaugural Committee and as a member of the Presidential Transition Finance Committee.

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### **Stephanie Grutman Zauder, Managing Partner Fort Lauderdale**

Stephanie brings nearly two decades of experience in government relations, non-profit management, and political consulting. She began her career in 1999 as a senior aide to then State Representative now Congresswoman Debbie Wasserman Schultz. Stephanie went on to serve as the Executive Director Florida Planned Parenthood's Statewide Association. In 2009, she was tapped by Florida CFO Alex Sink to serve as her Deputy Chief of Staff and restructure the CFO's Capitol Office. Prior to joining Ballard Partners, Stephanie served as the Director of the Florida Senate Democratic Caucus leading them in historic fundraising and caucus gains. Throughout her career, Stephanie worked on the successful campaigns of dozens of elected officials at the local, state, and federal levels. Stephanie recently served as the Co-Chair for Commissioner Nikki Fried's Inauguration and serves on the boards of the Downtown Council for the Greater Fort Lauderdale Chamber of Commerce, the Broward Education Foundation, the Village Square Advisory Board, and her local PTA. Stephanie is a second-generation Miami native with deep roots throughout Miami-Dade, Broward, and Palm Beach Counties. She lives in Weston with her husband Jason and their two kids.



### **Katherine San Pedro, Partner Miami**

Recognized as a rising star in Florida politics, Katherine San Pedro joined Ballard Partners in 2017 as the firm's youngest Hispanic Partner. Bringing extensive political, legislative and public relations experience to the team, Katherine most recently served as Regional Director of External & Legislative Affairs for AT&T Florida, where she managed the telecommunication giant's legislative and community based initiatives, new technology deployment and infrastructure investments in Miami Dade, Monroe, Lee and Collier Counties. Prior to going to the private sector, she served as legislative assistant to both Florida House Representative Bryan Avila and Florida House Speaker Pro Tempore Jeanette Núñez, and adds political campaign management of local, state and congressional races to her list of professional experience. Named one of SaintPetersBlog's 2014 "30 Under 30 Rising Stars in Florida Politics," she holds a bachelor's degree from the University of Miami, and is actively engaged in her community serving on the Board of Directors for the Miami Beach Chamber of Commerce, Actor's Playhouse and WOW Center in Miami.

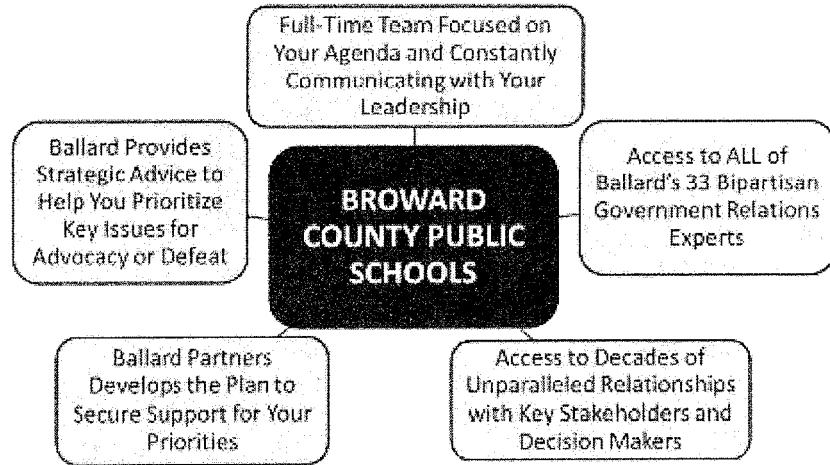
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**Ballard’s Client Driven Strategic Approach**

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**Scope of Services**

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It has been a great privilege to serve as a member of the lobbying team for the School Board of Broward County for the past three years. In our current role we represent the district at the Executive Branch level which limited our ability to provide with the full scope of resources available at Ballard Partners. In this proposal we are offering a much broader scope of services to include Legislative and Executive Branch Representation, Strategic Planning, and Stakeholder Outreach Services for the School Board of Broward County.

In this enhanced proposal you will have two full-time partners- Stephanie Grutman Zauder and Katherine San Pedro providing your day-to-day, year-round, Government Relations services. Additionally, you will have access to our full team of 33 government relations experts with decades of experience and relationships- including former legislators, chiefs of staff, agency heads, and cabinet members. Ballard Partners also provides all of our Legislative clients with rapid response support during the most critical last two weeks of session. When every second is critical and you are needed everywhere, we have three full-time senior legislative trackers based on the Fourth Floor of the Capitol reading every amendment, tracking every floor action, monitoring every debate and providing real time alerts so you never miss an opportunity to weigh in on the issues that matter the most.

At Ballard Partners it all starts with teamwork. We are committed to working collaboratively with your in-house government relations team, contract lobbyists, board members, staff and stakeholders to ensure that all meetings are covered, all issues are flagged, all relationships are leveraged and you achieve the best overall results.

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Scope of Services:

**1. VENDOR shall represent the SBBC and the Superintendent of Schools [hereinafter referred to as "Superintendent"].**

Ballard Partners has been a fixture in Florida government and politics since 1998 and has operated continuously for 21 years. We currently service well over one hundred clients on a host of legislative, administrative and regulatory matters before almost all agencies of state government and we will provide a full scope of state government relations and lobbyist services for SBBC. Since our formation, we have engaged in a multitude of successful legislative and executive branch lobbying efforts. Currently, the Firm represents an array of diverse clients, each with a varied and individual agenda within the construct of Florida government. Each of our partners works with their assigned clients to develop a tailored strategy to help them accomplish their goals.

**2. VENDOR shall meet with the SBBC and Superintendent, or designee(s) and confer with respect to state legislative issues regarding the Board's fiscal and programmatic interests.**

Ballard Partners is committed to working collaboratively with the SBBC, the Superintendent, the in-house government relations team, and the other lobbying firms. We will attend meetings, workshops, board meetings and strategy sessions regularly to help SBBC build your legislative agenda and advocate for it. Additionally, we will provide regular reports and updates as appropriate and assist SBBC with navigating state issues and agencies throughout the year. Our Fort Lauderdale office is just blocks away from the KC Wright Administration Building and we can be available for meetings at any time with limited notice.

**3. VENDOR shall participate in the development and promotion of the SBBC's state legislative program.**

Prior to the Legislative Session, Ballard Partners will conduct meetings as needed with the SBBC, individual board members, the Superintendent, and your in-house team to identify your priorities and develop your legislative agenda. During Committee Weeks and Legislative Session, we will work collaboratively with the team to monitor and advocate for the District's priorities, including but not limited to, monitoring and tracking legislation, attending committee meetings, meeting with key stakeholders and decision makers, and providing regular reports on our activities.

**4. VENDOR shall perform and participate in specific legislative tasks as assigned.**

Over the past three years, we have built a strong working relationship with the in-house government relations team at SBBC. Together we would identify specific tasks, projects and goals for each team member. As the largest statewide lobbying firm in Florida, Ballard Partners has offices in every region of the state and dozens of partners that come from the highest levels of local and state government including former agency heads, chiefs of staff, legislators, and cabinet

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members. We leverage all of our partners, their expertise and relationships to provide each of our clients with a broad range of services to meet their needs.

- 5. Executive branch lobbyist and legislative branch lobbyist shall establish and maintain positive working relationships with both branches of state government to enhance necessary Intergovernmental relations beneficial to the SBBC.**

Ballard Partners is committed to supporting our lobbying partners to accomplish SBBC's goals. We will continue to work together and treat each other with the highest level of respect and esteem. We are most successful for our clients when we work together to coordinate efforts, leverage relationships and maximize our strengths. As the largest statewide lobbying firm in Florida, we frequently come in contact with other firms and have found that maintaining good, long-term relationships with other lobbying firms is good for Ballard Partners, our industry, and most importantly our clients. We look forward to continuing to work together to accomplish SBBC's goals.

- 6. VENDOR shall arrange meetings with appropriate agency officials, State Board of Education members, legislators, and Cabinet officials as requested.**

Prior to Legislative Session, Ballard Partners will work with the SBBC team to build a strategic plan to identify our specific session responsibilities including committee responsibilities, decision maker targets, priority meeting targets, and a timeline for deliverables. The session plan will include maximizing your advocacy efforts during "Rally to Tally". Broward County Schools does a fantastic job of educating and mobilizing brilliant students, teachers, staff, and School Board Members to advocate for public education and we look forward to helping you amplify their efforts with meaningful meetings and experiences.

- 7. VENDOR shall advocate for the SBBC's legislative program and legislative priorities.**

The SBBC priorities are Ballard Partner's priorities and we will leverage every resource and relationship available to us to advocate for you.

- 8. VENDOR shall coordinate representation of the SBBC and Superintendent in local and state conferences and meetings related to state legislative and governmental issues as requested by the Superintendent;**
- **Perform all routine legislative duties during the pre-session committee meetings and the legislative session;**

Ballard Partners will work with the SBBC team to identify our specific pre-session responsibilities including committee responsibilities, decision maker targets, priority meeting targets, and a timeline for deliverables.

- **Coordinate legislative activities, duties and responsibilities with the Superintendent or his designee; and**

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Prior to Session Ballard Partners will work with the SBBC team to identify our specific session responsibilities including committee responsibilities, decision maker targets, priority meeting targets, and a timeline for deliverables.

- **Provide any written reports as may be required by the SBBC or the Superintendent or his designee.**

**Reporting:** Our goal is to provide you with the information you need when you needed. Unless otherwise requested we will provide reports in the following timeline:

**Pre-session-** Weekly reports and immediate communications when relevant intel gathering.

**Committee weeks-** immediate communications on relevant committee votes and weekly reports.

**Session-** Weekly reports and daily communication during the final three weeks of session. **Post**

**Session-** We will prepare a final session report to be compiled by Government Relations for the SBBC, the Superintendent, staff and other stakeholders, as directed by SBBC

**9. VENDOR must coordinate efforts with members of lobbying team to maximize value.**

Ballard Partners is committed to working collaboratively with the SBBC, the Superintendent, the in-house government relations team, and the other lobbying firms.

**10. VENDOR will provide a adequate staffing for District representation at appropriate committee meetings.**

Ballard Partners will provide SBBC with two full-time partners to manage our specific day to day responsibilities. Additionally, you will have access to over 35 of our partners, administrative staff, and interns to fill in when we need extra help with things like monitoring committee meetings, tracking bills, and staffing events such as "Rally to Tally". Additionally, during the last two weeks of Session, Ballard Partners has 3 full-time senior administrative staff on the Fourth Floor of the Capitol and providing access to in enhance your work as needed.

**11. VENDOR to articulate plan for Board member's involvement with FSBA and Consortium as part overall legislative strategy.**

FSBA and Consortium are important allies in education and Broward Schools is fortunate to have Board Members who are so involved and engaged in both organizations. Ballard Partners will work with the SBBC team to include components in our strategic plan maximizing your advocacy efforts through greater coordination with FSBA and Consortium.

**12. VENDOR to develop out-of-session plan to engage legislators and advocate District priorities.**

Over the past three years through Ballard Partners involvement in the community with stakeholder groups including the MSD Victims Fund, the Broward Education Foundation, the PTA

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and many others we provided the SBBC team with new and innovative ways to engage legislators.

One specific example is our recommendation to the Broward Education Foundation to partner with the Broward Delegation to host a breakfast at the annual Broward Delegation Workshop with the School Board, County Commission and League of Cities. This new breakfast forum has a fantastic turnout and provides a wonderful opportunity for multiple layers of Broward County Government to focus on public education. Prior to the change, the Broward Education Foundation would host a holiday party with limited legislator participation.

**13. VENDOR shall advance SBBC's legislative agenda by participating in or coordinating the following meetings as requested by the Superintendent; additional meetings may be added or deleted.**

- All Pre-Session Legislative Committees;
- Legislative Committees;
- Regular and Extended Legislative Sessions;
- Broward Delegation Meetings;
- Greater Florida Consortium of School Boards;
- Florida School Board Association (FSBA);
- Florida Association of District School Superintendents (FADSS);
- Florida Education Legislative Liaisons (FELL);
- Staff and School Board Meetings, as determined by the Superintendent;
- State Cabinet/Agency Staff Meetings, as needed; and
- Meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written report of activities and efforts relating to the representation and promotion of SBBC and Superintendent, the development and promotion of the District's legislative programs, and any other relevant activities.

As mentioned above, Ballard Partners will work with the SBBC team to build a robust strategic plan to formalize all of our responsibilities including committee responsibilities, meeting participation, stakeholder advocacy, decision maker targets, priority meeting targets, and a timeline for reporting and deliverables.

**14. VENDOR will participate in team efforts to plan and facilitate Board member's involvement in Broward Days and other visits to Tallahassee including:**

- Address (with Board members, staff and team):
  - 1) "Hot topics" for both legislators and Board members;
  - 2) "Tips" for presentation of District's legislative program including talking points; and
  - 3) "Primer" for new Board members and staff.

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 BALLARD PARTNERS

- **Visits with legislators:**
  - 1) **Recommend group or individual visits based on Board member feedback and legislative preference;**
  - 2) **Coordinate appointments for Board members:**
    - a) **Set appointments for those requesting;**
    - b) **Incorporate appointments by individuals into "master schedule";**
  - 3) **Manage logistics (schedule/location changes)**
- **Develop overall strategy to maximize Board member/staff time and impact.**

Broward County is so fortunate to have a fantastic group of involved and engaged public education experts and advocates serving on the School Board. Additionally, Broward County has a very supportive business community and influential stakeholder groups. We can do so much more to leverage our resources and maximize SBBC advocacy opportunities outside of Broward County. Ballard Partners will evaluate past activities and assist your team in developing a plan to amplify Board Member advocacy efforts.

**15. VENDOR to engage legislators when not in session (with particular focus on non-delegation members), and encourage school visitation.**

Ballard Partners is committed to meeting with legislators and encouraging school visits throughout the year. Additionally, there may be opportunities to use technology to assist with the process and alleviate the cost and burden of travel on legislators.

**16. VENDOR to participate in planning and content development for Legislative Education & Action Resource.**

Broward County Schools does a fantastic job of educating and mobilizing students, teachers, staff, and School Board Members to advocate for public education. We need to continue that process with parents. Ballard Partners can assist your staff with creating content for weekly blast emails and action alerts. Ballard Partners Ft. Lauderdale office specializes in coalition building, grassroots advocacy, and outreach activities. We have three staff members dedicated to community organizing efforts.

**17. VENDOR will participate in School Board Workshop(s) to present and discuss legislative plan.**

Ballard Partners will continue to participate in School Board Workshops and School Board Meetings as necessary.

**18. VENDOR will ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals utilizing knowledge of performance accountability systems.**

As mentioned above, Ballard Partners will work with the SBBC team to build a robust strategic

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 The logo for Ballard Partners, featuring the company name in a white, sans-serif font on a dark, textured rectangular background.

plan to formalize all of our responsibilities including committee responsibilities, meeting participation, stakeholder advocacy, decision maker targets, priority meeting targets, and a timeline for reporting and deliverables. This document can also be used to measure our performance and hold each of the members of the lobbying team accountable..

**19. VENDOR will plan to leverage existing District partnerships to cross-promote common legislative issues.**

Building coalitions just requires a uniting issue and an ask. Broward County Schools already has a very supportive business community and influential stakeholder groups committed to public education. We need to take advantage of their relationships to advocate for your work. When the legislature is not in Session, we should set a goal to meet with 10 partners and ask for their help. Ballard Partners is happy to help you build a plan to develop a coalition of advocates.

**20. VENDOR will participate in utilization of performance evaluation instrument.**

Ballard Partners will participate in any performance evaluations.

**Consulting Fee Structure**

Ballard Partners will provide full-scale, comprehensive representation at the Executive and Legislative Branches of Government for the School Board of Broward County in accordance with the scope of services. Ballard Partners proposes an annual fee of \$60,000 payable in 12 equal monthly installments of \$5,000 not inclusive of the reasonable and pre-approved costs associated with the representation, such as lobbyist registration fees.



**SCOPE OF SERVICES**

1. VENDOR shall represent SBBC and the Superintendent of Schools for executive and legislative state lobbying services.
2. VENDOR shall meet with SBBC and Superintendent or designee(s) and confer with respect to state legislative issues regarding The School Board's fiscal and programmatic interests.
3. VENDOR shall participate in the development and promotion of SBBC's state legislative program.
4. VENDOR shall perform and participate in specific legislative tasks as assigned.
5. VENDOR shall establish and maintain positive and working relationships with both branches of the state government to enhance necessary intergovernmental relations beneficial to SBBC.
6. VENDOR shall arrange meetings with appropriate agency officials, State Board of Education members, legislators, and Cabinet officials as requested.
7. VENDOR shall advocate for SBBC's legislative program and legislative priorities.
8. VENDOR shall coordinate representation of SBBC and Superintendent in local and state conferences and meetings related to state legislative and governmental issues as requested by the Superintendent.
9. VENDOR shall perform all routine legislative duties during the pre-session committee meetings and the legislative session.
10. VENDOR shall coordinate legislative activities, duties, and responsibilities with the Superintendent or his designee(s).
11. VENDOR shall provide written reports as may be required by SBBC or the Superintendent or his designee(s).
12. VENDOR shall coordinate efforts with members of the lobbying team to maximize value.
13. VENDOR shall provide adequate staffing for SBBC representation at appropriate committee meetings.
14. VENDOR shall articulate a plan for The School Board's involvement with the Florida School Board Association (FSBA) and Consortium as a part of the overall legislative strategy.
15. VENDOR shall develop an out-of-session plan to engage legislators and advocate SBBC's priorities.

**SCOPE OF SERVICES**

16. VENDOR shall advance SBBC's legislative agenda by participating in or coordinating the following meetings as requested by the Superintendent; additional meetings may be added or deleted.
- (a) All Pre-Section Legislative Committees;
  - (b) Legislative Committees;
  - (c) Regular and Extended Legislative Sessions;
  - (d) Broward Delegation Meetings;
  - (e) Greater Florida Consortium of School Boards;
  - (f) Florida School Board Association (FSBA);
  - (g) Florida Association of District School Superintendents (FADSS);
  - (h) Florida Education Legislative Liaisons (FELL);
  - (i) Staff and School Board Meetings, as determined by the Superintendent;
  - (j) State Cabinet/Agency Staff Meetings, as needed; and
  - (k) Meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written report of activities and efforts relating to the representation and promotion of SBBC's legislative programs, and any other relevant activities.
17. VENDOR shall participate in team efforts to plan and facilitate The School Board members's involvement in Broward Days and other visits to Tallahassee including:
- (a) Address with School Board members, staff, and team:
    1. "Hot Topics" for both legislators and School Board members;
    2. "Tips" for the presentation of SBBC's legislative program including talking points; and
    3. "Primer" for new School Board members and staff.
  - (b) Visits with legislators:
    1. Recommend group or individual visits based on School Board member's feedback and legislative preference;
    2. Coordinate appointments for School Board members;
      - a) Set appointments for those requesting an appointment;
      - b) Incorporate appointments by individuals into "master schedule";
    3. Manage logistics (schedule/location changes).
  - (c) Develop an overall strategy to maximize School Board members/staff time impact.
18. VENDOR shall engage legislators when not in session (with particular focus on non-delegation members), and encourage school visitation.
19. VENDOR shall participate in planning and content development for Legislative Education & Action Resource.

**SCOPE OF SERVICES**

20. VENDOR shall participate in School Board Workshop(s) to present and discuss legislative plan.
21. VENDOR shall ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals utilizing knowledge of performance accountability systems.
22. VENDOR shall plan to leverage existing District partnerships to cross-promote common legislative issues.
23. VENDOR shall participate in utilization of performance evaluation instrument.

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**BECKER & POLIAKOFF, P.A.**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
1 East Broward Boulevard, Suite 1800  
Fort Lauderdale, Florida 33301

**WHEREAS**, VENDOR offered a proposal for Lobbying Services dated August 23, 2019 (hereinafter referred to as "Proposal", **Attachment A**) which is incorporated by reference herein in response to a direct negotiation; and;

**WHEREAS**, SBBC is desirous of obtaining VENDOR for executive and legislative levels for State Lobbying Services for the provision of technical assistance, advice, and consultation concerning all state policies, legislation, appropriations and regulations that may impact SBBC; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for professional services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **January 1, 2020** and conclude on **December 31, 2022**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

First:            This Agreement; then  
Second:        Proposal submitted by VENDOR

2.03 **Description of Services Provided.** VENDOR shall provide SBBC with the Scope of Services as proposed in VENDOR's Proposal and pursuant to the Scope of Services which is attached hereto and incorporated herein as **Attachment B – Scope of Services**.

2.04 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement at a monthly cost of Six Thousand Dollars (\$6,000) per month for thirty-six (36) months, for a total of \$216,000 for the initial term of the Agreement. SBBC shall remit payment to VENDOR within at least 30 days after receipt of invoice. This cost will provide full-scale, comprehensive representation at the executive and legislative levels of the state government as provided in the Scope of Services, **Attachment B**.

2.05 **Disclosure of Education Records and Employee Information.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to VENDOR. Should vendor come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

2.06 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director of Legislative and Government Affairs  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Yolanda Cash Jackson, Esq.  
Becker & Boliakoff, P.A.  
1 East Broward Blvd., Suite 1800  
Fort Lauderdale, Florida 33301

2.09 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background



screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.11 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.12 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with

EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.13 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.16 Incorporation by Reference. **Attachment A** and **Attachment B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this

Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document 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 of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

3.15 **Amendments**. 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 each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals and 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.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric  
Abend  
Reason:  
Becker&Poliakoff  
Date: 2019.10.22  
13:30:20 -04'00'  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

BECKER & POLIAKOFF, P.A.

By *Yolanda Cash Jackson*

\_\_\_\_\_, Secretary

Print Name: Yolanda Cash Jackson

-or-

Title: Shareholder

*Calla LaPlat*  
Witness

*King*  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 22 day of October, 2019 by Yolanda Cash Jackson of

Name of Person

Becker & Poliakoff, P.A., on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

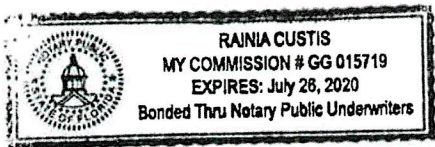
*Rainia Custis*

Signature – Notary Public

Rainia Custis

Printed Name of Notary

(SEAL)



\_\_\_\_\_  
Notary's Commission No.



Yolanda Cash Jackson, Esq.  
Shareholder  
P: (954) 985-4132 F: (954) 985-4176 C: (305) 431-2976  
Yjackson@beckerlawyers.com

**Becker**

Becker & Poliakoff  
1 East Broward Blvd., Suite 1800  
Ft. Lauderdale, FL 33301

August 23, 2019

The School Board of Broward County  
600 SE 3<sup>rd</sup> Avenue SE  
8<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

**Re: State Lobbying Services**

Dear Members of the School Board and Superintendent Runcie:

Advocating and addressing important issues regarding legislation, services, and funding on behalf of the School Board of Broward County (SBBC) has been a privilege for the Becker state lobbying team since 2013. Together, the SBBC/Becker team has had great success over the past six years. We look forward to the opportunity to continue working together.

State lobbying is more important than ever for local school boards in today's uncertain political environment. SBBC has been and will remain proactive, bold, and successful in Tallahassee with the Becker law and lobbying team. Becker, a Broward-based firm with offices in Tallahassee and throughout Florida, stands ready to continue providing SBBC with access to decisionmakers in Tallahassee and around the state, high-level strategic counsel, and attentive professional lobbying service year-round.

We are proud to have forged a productive, collaborative, results-driven partnership with your very capable Department of Legislative Affairs team and other professional staff members who have contributed to your legislative agenda. Their hard work and technical expertise allow us to translate your needs to policymakers and lawmakers in Tallahassee. It's a synergetic relationship that is working very well. We are also proud of the role we have played in helping further develop the district's excellent reputation for inter-governmental collaboration and civic-minded partnerships. The goodwill created by our outreach and cooperation has inured to the benefit of the entire community.

Yolanda Cash Jackson, a Becker Shareholder and member of the firm's seven-member management committee, has served as team leader for SBBC since 2013. She has significant educational experience having represented large school districts, early childhood initiatives, as well as higher-education institutions. Her "cradle to retirement" knowledge of educational and workforce training programs, funding formulas and grants, plus partnerships with non-traditional organizations makes her unique among her peers. She is backed by a diverse, bipartisan team of lawyers and lobbyists with broad experience and extensive contacts in the legislative and executive branches in Tallahassee.

The School Board of Broward County  
August 23, 2019  
Page 2

Our team understands the intricacies of the Florida Education Finance Program (FEFP) and the nuances of all funding formulas and state and federal education programs. We have built relationships with education policy and appropriations committee leadership and staff, as well as the executive branch and agency heads with jurisdiction in elementary and secondary education. We know the state coalitions of like-minded school districts and student, teacher and parent associations. We have worked with Greater Florida Consortium of School Boards; Florida School Board Association (FSBA); Florida Association of District School Superintendents (FADSS); and Florida Education Legislative Liaisons (FELL). We understand the complex issues of charter schools, school safety and teacher retention. We have handled appropriations, policy advocacy, testifying, high level meetings, and more for SBBC.

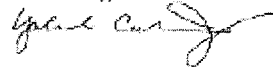
We always strive to go beyond the scope of services and exceed expectations as was the case when the Becker team worked diligently to support the Penny Sales Tax initiative. From our longtime presence in Broward County and connections with local elected officials, we were able to leverage our relationships and resources to help pass the referendum. A big win for Broward County Public Schools and all of Broward County.

As you know, our experienced team is proficient in drafting, analyzing and advocating for legislation, securing appropriations and grants, evaluating and responding to administrative procedures and all facets of representation before the legislative and executive branches of government. Our long-term clients like you tell us how much they appreciate our ability to help them set priorities and develop realistic common-sense strategies to achieve real results. We are laser focused on results-driven return on investment.

Honorable Board Members and Superintendent Runcie, we truly value our longstanding relationship with you and your team. We know your issues well. There is no learning curve.

In sum, Becker's past successes for SBBC, close working relationship with district staff, and local Broward presence provides tangible advantages over other lobbying firms. We are proud of what we have accomplished together, and truly value our rapport. We view your success as our success and look forward to continuing our work together. It would be an honor and privilege to do so.

Sincerely,



Yolanda Cash Jackson, Shareholder

RESPONSE TO SBBC  
State Lobbyist



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## LAW FIRM QUALIFICATIONS AND LOBBYING APPROACH

### Firm Qualifications

Becker celebrated its 46<sup>th</sup> year of serving clients in 2019. The firm includes 130 lawyers and lobbyists in offices throughout Florida and with headquarters in Ft. Lauderdale, as well as an office in Tallahassee, and outside of Florida in New York, New Jersey and Washington, DC. The firm is managed by its CEO, Gary Rosen, who oversees the firm's practice areas and business operations. With 12 offices around Florida, our State lobbying team has the unique advantage of getting to know legislators around the state year-round on their home turf. Becker lawyers and lobbyists are committed to the communities in which they live and work.

### Lobbying Team Qualifications

Government Law & Lobbying has been a core practice for the Becker firm since its founding in 1973. Lobbying clients receive the added advantage of having a strong team of lawyers and legal support personnel available to analyze and draft legislation, if needed. Also, as a law firm, the SBBC can be assured of the firm's commitment to provide the highest legal, ethical and professional standards according to the ethical canons of the Florida Bar.

The lobbying team has extensive experience helping clients address legislative, policy, and political issues being debated by government entities at the local, regional, state and federal levels of government. The firm takes pride in having several long-term lobbying clients, an uncommon phenomenon in a constantly changing political environment.

There is no better testament to our team's success than our many long standing (10+ year) lobbying clients. For each of these clients, we have been renewed several times despite difficult political circumstances, tough economic times, changing of the guard and other complicating factors. Despite it all, the Becker lobbying team has remained. For example, we have represented the City of Hollywood since 1991; City of Cape Coral since 2007, Miami-Dade Public Schools since 2003, Florida Memorial University since 2001, and Florida Association of Jewish Federations since 1991. We could go on but suffice it to say that these long-term client relationships are built on our ability to use good judgment, take initiative and ultimately demonstrate our value (return on investment) repeatedly.

### Education Experience & Qualifications to Support SBBC

Our lobbying team is deeply involved in education issues from years of experience representing

- K-12 - Broward Public Schools;
- K-12 - Miami-Dade Public Schools;

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# Becker

- Higher Ed - Florida Memorial University;
- Higher Ed - Bethune-Cookman University;
- Higher Ed - Florida Polytechnic University;
- Higher Ed - Edward Waters College;
- Early Learning - Florida Association for Child Care Management;
- Cradle to Career – Florida Children’s Initiative

We have made it our business to intimately understand the state components of educational funding formulas, education budget, and the appropriations process. We have spent countless hours working with legislative staff and members on education policy and funding issues such as charter schools, choice, FEFP, Title 1, IDEA, ESSA, dual enrollment, industry certifications, workforce programs, student services and campus safety and security.

Examples of Recent Client Successes:

## 1. Broward County Public Schools

In 2019, we worked hard to achieve an increase of 4.1% in our base allocation funding – the most of any school district in Florida. We were also pleased to, once again, receive the annual \$800,000 for the Adults with Disabilities (AWD) Grant Program. Since the year 2000, Broward County Public Schools has been awarded AWD grant funds to increase skills for students within the scope of the three areas addressed by the AWD grant: Quality of Life, Lifelong Learning, and Workforce Preparation. We always work hard to protect the Board’s home rule authority and increase FEFP funding. We fought to allow districts with plenty of student capacity at existing charter schools to deny new charter school applications. And in the year after the tragedy at Marjory Stoneman Douglas High School, we fought to fund the requirements for Safe School Officers and redirect the Aaron Feis Guardian Program funds to the Safe Schools Allocation. We also advocated to distribute funding for school hardening on a per-pupil basis.

During the 2018 legislative session, the team helped lead Broward School’s activities in the Florida Legislature following the tragedy at Marjory Stoneman Douglas High School. It was a very difficult time for everyone involved, requiring tremendous patience, trust, commitment and understanding. The team worked closely with Superintendent Runcie, Board Members and staff to communicate the district’s priorities and respond to legislators’ concerns.

### Funding

#### 2019

Florida Education Finance Program (FEFP) - \$245 increase in per-student funding  
Broward Per-student funding - \$7,643

4.1% (\$3,018,548) increase in base funding allocation, the most of any school district in FL  
\$800,000 - Adults with Disabilities

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## 2018

\$25 million - New School Building for Marjory Stoneman Douglas High School  
\$1 million - Public Memorial for Marjory Stoneman Douglas High School

## 2017

\$535,000 - Youth and Suicide Awareness  
\$800,000 - Adults with Disabilities

## 2016

\$800,000 - Adults with Disabilities

## 2014

\$200,000 - Minority Males Success program

The Minority Male Mentoring Initiative (MMMI) seeks to expand the scope of the signature MTL peer-to-peer mentoring, student leadership and dropout prevention program for the purpose of closing the achievement gap between minority male students and other student populations at six high schools throughout the Broward County Public School District.

## **2. Miami-Dade County Public Schools (MDCPS)**

The Becker lobbying team has represented MDCPS since 2003. The last several years have focused on providing the resources and personnel to promote a safe learning environment for student and teachers. Priority issues include per pupil funding; teacher salaries; capital outlay, cost differential, school safety, immigration and technology in schools. This required significant work with appropriations members and other legislative leaders.

The Becker team has worked closely with Miami Dade School colleagues on several funding and policy priorities, including for example:

- Strategize to ensure proper funding levels;
- Preserve funds that normally would revert to the state's General Revenue Fund due to lower-than-anticipated student enrollment;
- Prevent the Legislature's attempt to end co-enrollment by successfully lobbying for a one-year extension;
- Enforce a moratorium on unfunded mandates;
- Provide flexibility in the use of all appropriated funds;
- Stopped the Legislature's attempt to cut all funding for programs for adults with disabilities by minimizing the impact by 85 percent;
- Use Working Capital Trust Fund to avoid further reductions to education;
- Explore the feasibility of reducing the mandatory Florida Retirement System (FRS) contribution rate on behalf of employees;

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- FundSchool Recognition, if at all, separate from the District Discretionary Lottery.
- Oppose legislation that reduces the number of in-service hours required of teachers providing instruction to English Language Learners (ELL);
- Change the date for counties to submit a final adjusted property tax roll to the Florida Department of Revenue;
- Restore the Local Discretionary Capital Outlay levy;
- Maintain compliance with class-size reduction at the school level;
- Provide all required Bandwidth to all school districts through Florida Information Resource Network (FIRN);
- Require the Auditor General to produce supporting documentation necessary to support findings in final audit reports to be available to the auditee;

Additionally, since 2003, we actively monitored numerous bills and advocated the School Board's position:

- Opposed legislation that diminishes local control of local school boards and superintendents;
- Supported maximum flexibility in the use of categorical funds;
- Maintained the integrity of the FEFP and equity of funding;
- Opposed the imposition of unfunded, state-mandated expenditures;
- Supported increased accountability measures for all publicly funded school choice options;
- Opposed voucher programs that lack equitable and sufficient accountability measures;
- Opposed any prescribed expenditure requirement such as the "65 percent solution," as a mandate in the Florida Constitution; further, oppose any such legislation, unless established as a spending goal and the definition of "classroom-related" expenditures includes all "instructional support" expenditures;
- Worked to repeal the Florida Schools of Excellence Commission. While the Commission was not repealed, the Governor signed legislation that enabled the School Grade Improvement Commission to develop, establish and support charter schools as an alternative to struggling schools;
- Supported state funding for a high quality, full-day Voluntary Pre-K (VPK) program under the Florida Department of Education. There was a minimal reduction for VPK funds which included non-recurring federal stimulus funds;
- Opposed legislation that breaks up large school districts;
- Maintained the current dual delivery system of post-secondary programs;
- Opposed the deletion of impact fees unless replaced with another revenue source;
- Opposed legislation that would limit offering gifted programs to eligible high school students.

### 3. Florida Children's Initiative

Yolanda Jackson and the Becker team have represented the Florida Children's Initiative since its inception in 2008 when it was created by the Florida Legislature. Spearheaded by former Becker lawyer, then House Speaker and current US Senator Marco Rubio, Yolanda has helped expand the program to five areas (Overtown and downtown Miami, Jacksonville, Orlando and Sulphur Springs in Hillsborough County) first in a pro bono capacity and now as a paid lobbyist.

The Sulphur Springs Neighborhood of Promise in Tampa was designated as a Florida Children's Initiative. The designation indicates the area has been recognized as severely disadvantaged and provides guidance for coordinating programs to address the critical needs of children and their families while directing efforts to rebuild the basic infrastructure of the communities. Additionally, we work closely with Sunshine Health to provide healthcare services throughout Hillsborough County and the state of Florida.

Miami's Overtown Children and Youth Coalition also received the Florida Children's Initiative designation, joining Paramore Kidz Zone in Orlando, New Town Success Zone in Jacksonville and the Miami Children's Initiative in Miami, which were named in previous years. All five communities are guided by the successful principles employed by the internationally renowned Harlem Children's Zone.

The program aims to improve educational outcomes for low income, underserved students through a comprehensive unified system of support services for children from cradle to career. This state program was enhanced by US Senator Rubio (FL) and US Senator Tim Scott (SC) who helped secure federal funding through last year's tax reform package. The Becker team and its federal lobbying colleagues maintain close contact with its former colleague, Senator Rubio for this and other client priorities.

### 4. Historically Black Colleges and Universities

The Becker lobbying team began lobbying for Florida Memorial University (FMU) in 2001. Our success for FMU led to an expanded role with several other Historically Black Colleges and Universities (HBCU) including Florida Memorial University, Edward Waters College and Bethune-Cookman University.

The primary legislative concern for independent state colleges and universities is funding. Over the years, we have been able to help protect millions in state funds and fundamentally change the funding process from expenditure and reimbursement process in favor of upfront funding. We successfully advocated for language that amended the State's Budget to provide a recurring source of funding for the state's private black colleges.



There have been countless attempts to significantly reduce state funding for access, recruitment and retention at the Independent Historically Black Colleges. Through careful monitoring of the appropriations process, communication with our key allies on the Appropriations committee, and timely communication between University officials and legislators, we were able to prevent the loss of tens of millions of dollars. We have worked closely with House and Senate leadership and members of the Black Caucus to reduce the amount of originally proposed budget cuts for the institution's recruitment and retention efforts. We also successfully lobbied to reduce funding cuts to the Florida Resident Assistance Grant.

Some of our specific accomplishments include:

- For Florida Memorial University, we secured a Cyber Security grant for workforce development training for criminal justice students to be able to pursue higher wage jobs in cyber security.
- For Edward Waters College, we helped secure a recurring \$3.5 million workforce training program that partnered with the City of Jacksonville's police department to use the city's forensic lab to provide student training. Students graduated with a degree and a job at the City's police department.
- For Bethune-Cookman University, Dr. Mary McLeod Bethune, will soon be one of two prominent citizens that represent Florida in the National Sanctuary Hall in Washington, DC. During the 2018 legislative session, we played a key role in moving the bill, Senate Bill 472, through the legislative process. The bill was supported unanimously by the Senate and signed by the Governor. With this act, Florida will become the first state in the union to select an African American to represent their state in the National Sanctuary Hall.
- When the Legislature cut Florida's state universities by \$300 million, the Team was able to successfully increase funding for Florida's 3 Independent Historically Black Colleges and Universities (HBCUs) by 6.7 percent.
- Defeating an effort to tie the William L. Boyd, IV, and Florida Resident Access Grant (FRAG) to student's grade point averages.
- Defeating legislation that sought to revise the way independent universities calculate their graduation rates.
- Defeating legislation that would potentially burden the accountability standards and accreditation status of independent universities.
- Successfully amending legislation to include FMU in the creation of the Tobacco Education and Prevention Program.
- Successfully amended and passed legislation that allows FMU to directly work with the Council on the Social Status of Black Men and Boys on education issues.
- Successfully passed legislation for the Bethune-Cookman University collegiate license plates.
- Legislation to include Bethune-Cookman, the creation of the Tobacco Education and Prevention Program, and the Space Technology and Research Diversification Initiative.

### Approach Advantage

The Becker lobbying team presents significant advantages in its approach:

- The Becker team is well-known for their exceptional understanding of education funding formulas, federal education programs including Title 1, IDEA, ESSA and creative approaches to accessing funding through appropriations and grants;
- The Becker team has a proven track record of success identifying little known funding sources and developing the game plan for securing;
- The Becker team's project management skills enable them to leverage lobbying team members as a multiplier effect for maximum coverage on issues, hearings or site visits;
- The Becker team has extensive contacts in key committees and agencies, plus deep experience working on SBBC's priority issues;

### ABILITY TO ADDRESS ISSUES IN THE SCOPE OF SERVICES

1. *VENDOR shall represent the SBBC and the Superintendent of Schools (hereinafter referred to as "Superintendent").*
  - o Becker looks forward to the opportunity to continue representing SBBC and the Superintendent before the state and executive branches of government in Tallahassee.
  - o Our goal is to provide the SBBC and Superintendent with a comprehensive plan for developing and implementing legislative priorities with specific accountabilities and timelines.
  - o The Becker team looks forward to continuing working with the professional staff in the Department of Legislative Affairs ("Broward Schools team") to develop and implement this coming year's agenda as we have done in the past.

#### Objectives/Tasks/Timeline/Deliverables

**1. Objective: Work with SBBC and Superintendent to assess opportunities for legislative agenda development.**

**Timeframe: Summer/Fall**

#### Tasks:

- ✓ Meet with Broward Schools team to analyze the current legislative agenda, discuss new issues and develop ideas for future opportunities
- ✓ Meet with influencers and decisionmakers to evaluate opportunities and obstacles
- ✓ Talk with allies to assess political landscape

#### Deliverables:

- Data and analysis on priority issues

RESPONSE TO SBBC  
State Lobbyist



- Input from government officials and legislative allies
- Draft legislative and funding recommendations

**2. Objective: Finalize legislative agenda and legislative strategy.**

**Timeframe: Fall**

**Tasks:**

- ✓ Ongoing discussions with Broward Schools team
- ✓ Attend hearings and meetings related to the priority issues
- ✓ Advise of potential obstacles in priorities or strategies
- ✓ Work with Broward Schools team to research, prepare and finalize legislative agenda and funding priorities

**Deliverables:**

- Legislative Agenda, priorities and lobbying game plan

**3. Objective: Prepare background information and briefing materials in support of Legislative Agenda.**

**Timeframe: Fall/Winter**

**Tasks:**

- ✓ Work with Broward Schools team to create outreach and communications plan for delivering legislative policy and funding priorities to local delegation, legislative leadership and executive branch officials
- ✓ Develop plan to best utilize SBBC leadership team and staff with FSBA and other allies
- ✓ Develop plan to best utilize SBBC leadership team and staff with elected officials and staff
- ✓ Work with Broward Schools team to draft, strategize and complete funding request application
- ✓ Develop and secure final approval on public facing materials

**Deliverables:**

- Support for talking points, briefing materials and presentation
- Technical support for funding request applications and supporting materials
- Guidance on key leader's activity plans

**4. Objective: Communications and outreach to Legislative/Congressional Delegation, Local Leaders, and Allied Organizations**

**Timeframe: Fall/Winter**

**Tasks:**

- ✓ Access to key lawmakers and staff to introduce the legislative agenda
- ✓ Invite local delegation to SBBC office and/or school to showcase SBBC programs and rally to generate support
- ✓ Provide support for meetings with individual delegation members before session
- ✓ Help organize and strategize meetings with local leaders and organizations
- ✓ Identify allies to provide support for SBBC priorities
- ✓ Stay in touch throughout session soliciting feedback and support of SBBC priorities

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- ✓ Coordinate with local lobbyists plus education lobbyists on issues of mutual interest
- ✓ Offer support to help coordinate meetings for SBBC representatives with legislators and executive branch officials and staff in Tallahassee

**Deliverables:**

- Meetings with high level decision makers and influencers
- Help set strategy for meetings with key contacts
- Help develop briefing materials and talking points in preparation for meetings
- Debriefing opportunities after each meeting

**5. Objective: Guide Broward County Public School's lobbying strategy, agenda, meetings, events, priorities**

**Timeframe: Winter/Spring/Ongoing**

**Tasks:**

- ✓ Monitor priority issues and identify new opportunities
- ✓ Advocate for priority issues before legislative and executive branch agencies
- ✓ Draft bills, amendments or other language in support of district's priorities when requested
- ✓ Support Broward Schools team with scheduling meetings for SBBC leaders and the Superintendent to meet with legislative leaders, cabinet officials
- ✓ Identify hearings and committee meetings for SBBC members and the Superintendent to testify and provide official input
- ✓ Identify opportunities for SBBC members and the Superintendent to meet informally with key influencers and decisionmakers
- ✓ Help identify public policy issues of importance to the district and encourage production of specific position papers to share with lawmakers and public policy influencers
- ✓ Create opportunities for Broward site visits for legislators and staff to high priority local programs and venues
- ✓ Assist with the management of visits/fly-ins of SBBC members, the Superintendent and other key representatives to Tallahassee
- ✓ Monitor and impact legislation and regulations affecting the district
- ✓ Establish and maintain liaison services, establish regular interaction, and assist the SBBC and the Superintendent in establishing long-term relationships with key influencers and organizations

**Deliverables:**

- Funding priorities agenda and develop specific advocacy plan
- Best practices criteria for preparing and submitting funding requests applications
- Briefing materials for high level meetings or testimony
- Recommendations on involvement with state organizations to support priorities
- Recommendations for modifying legislative agenda if needed during committee weeks and session

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**6. Objective: Keep SBBC members and the Superintendent up to date on activities related to legislative advocacy program.**

**Timeframe: Ongoing**

**Tasks:**

- ✓ Stay up to date on legislative priorities through ongoing meetings and visits with SBBC members, Superintendent and key staff
- ✓ Gather data and substantive information from committee hearings, legislative service agencies, and outside organizations regarding legislative agenda
- ✓ Keep in close touch with allied organizations, legislative offices and staff for “ear to the ground” legislative and political intelligence

**Deliverables:**

- Regular communications with the Broward Schools team during committee weeks and legislative session
  - Review and input on final session report summarizing priorities, impact of new legislation and recommendations or future activities
2. *VENDOR shall meet with the SBBC and Superintendent, or designee(s) and confer with respect to state legislative issues regarding the Board’s fiscal and programmatic interests.*
- We are willing to meet and communicate regularly with the SBBC and Superintendent with respect to state legislative issues regarding the Board’s fiscal and programmatic interests. We understand the SBBC’s priorities from years of working together. As we have done in the past, we will work through the Broward Schools team to review past issues, consider new issues and begin to develop our legislative agenda for the coming session. Committee meetings will start in September due to the early session start date of January 14th since 2020 is an election year.
  - Our team has a proven track record of guiding clients through the complex legislative process. We understand how to work with lawmakers, staff, stakeholders, influencers and allies to vociferously advocate for priority legislation and how to creatively accomplish goals. The team will continue working with the Broward Schools team to develop a legislative agenda and strategy to be successful.
3. *VENDOR shall participate in the development and promotion of the SBBC’s state legislative program.*
- As noted above in our comprehensive plan, our team will help analyze the current legislative agenda, discuss new issues and develop ideas for future opportunities. We will also meet with influencers and decisionmakers to evaluate opportunities and obstacles and speak with allies to offer a high-level assessment of the political landscape.

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4. *VENDOR shall perform and participate in specific legislative tasks as assigned*
- o We are here to support and advance the district's goals. Broward Schools benefit from 24/7 access to our experienced state government relations team. Yolanda and all team members understand the importance of "on call" availability and accessibility, day or night, on weekends or holidays. Whether its daytime meetings, evening fundraisers, or weekend social events, the team is always working to gain insights, share information, and advocate for the district. The business of government relations never stops and either do our team members. In fact, we thrive on it.
5. *Executive branch lobbyist and legislative branch lobbyist shall establish and maintain positive working relationships with both branches of state government to enhance necessary intergovernmental relations beneficial to the SBBC.*
- o Political decisions are based on understanding, education, and most of all, relationships. Our team is committed to making sure the SBBC leaders have access to legislative leaders, such as House and Senate Majority Leaders, Whips, House Speaker and Speaker Designates, and Senate President and President Designates, as well as key committee chairs. The team will also provide access to influential Agency decisionmakers. As a firm, we understand the importance of having long-term relationships beyond the Legislature and into the Executive Branch, where most of the day to day decisions are made.
  - o We have longstanding personal and professional relationships with state legislators, Governor DeSantis, the Florida congressional delegation and other congressional leaders. Our bipartisan, multi-ethnic, multi-gender lobbying team connects to diverse sets of decisionmakers from both sides of the aisle. Our 12 statewide offices provide access to legislators throughout Florida year-round.
6. *VENDOR shall arrange meetings with appropriate agency officials, State Board of Education members, legislators, and Cabinet officials as requested.*
- o Meetings between district representatives and appropriate agency officials, State Board of Education members, legislators, and Cabinet officials are an invaluable lobbying tool in Tallahassee and in legislators' home districts. The Becker team will make recommendations for such meetings, then work with the Broward Schools team to coordinate the logistics, recommend an agenda and help orchestrate the implementation.
  - o Based on the diversity of our team, there are very few corners of the Capitol where we do not know the gatekeeper. Every team member will engage on any high priority meeting and make a call to the member directly on his or her cell if necessary. It's just what we do.

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You can count on our team to create a meaningful agenda of meetings with key decisionmakers.

7. *VENDOR shall advocate for the SBBC's legislative program and legislative priorities.*
- o The Becker team members work hand in hand on all client priorities. Yolanda Jackson will serve as team quarterback with primary responsibility for client communication, overall strategic direction and execution. She will coordinate the development of the district's legislative agenda with the Broward Schools team and provide guidance and support for the outreach plan for communicating the district's priorities to the legislative delegation, legislative leadership and other local and state stakeholders.
  - o During committee meetings and session, Yolanda will support the needs of the Broward Schools team by providing access to influential lawmakers, interpret the data provided by the district so lawmaker and committee staff understand the district's needs, and provide high level strategy about how to be successful. Other members of the Becker lobbying team provide insights and input from their statewide network to help shape the final legislative agenda and priorities. Yolanda will leverage the resources and assets of the entire team to support the district's agenda.
  - o The team's "secret" formula for success is obsessively learning the institutional history behind an issue, reading every piece of legislation, including amendments, to ensure that our clients are protected. For example, we have made it our business to intimately understand the state's intricate education funding formulas, grant programs and appropriations line items. This practice helps us to position our clients to be successful, by knowing what legislation is moving, what legislation is "dead on arrival"; who are the champions and who are the antagonists; which committees are friendly, and which will hide a bill from ever seeing the light of day. Legislative intelligence is the key to effective lobbying. Our team knows where to get it and how to use it to represent our clients. We know how to quietly build broad support for a program and how to stealthily defeat a "poison pill." The team uses "Lobby Tools" to track priority bills.
8. *VENDOR shall represent the SBBC and Superintendent in local and state conferences and meetings related to state legislative and governmental issues as requested by the Superintendent;*
- *Perform all routine legislative duties during the pre-session committee meetings and the legislative session;*
  - *Coordinate legislative activities, duties and responsibilities with the Superintendent or his designee; and*
  - *Provide any written reports as may be required by the SBBC or the Superintendent or his designee.*

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- o When requested, the Becker team has represented and will continue to represent the SBBC and Superintendent in local and state conferences and meetings related to state legislative and governmental issues. Yolanda and team members have been actively involved in education issues and local community issues for many years. She knows the players and the issues; as such, she makes sure the SBBC and the Superintendent are well-represented through formal presentations and informal discussions with key influencers and leaders of the various organizations.
  - o The Becker team works year-round to represent the school district providing legislative insights and advocacy in pre-session committee meetings, throughout the legislative session and post-session reviews.
  - o As team quarterback, Yolanda coordinates legislative activities, duties and responsibilities with the Superintendent and his designee, the Broward Schools team.
  - o As team quarterback, Yolanda stays in close contact with the Broward Schools team providing input, status updates, ideas and strategic recommendations gleaned from her access to influencers and decisionmakers in Tallahassee and around the state.
9. *VENDOR must coordinate efforts with members of lobbying team to maximize value.*
- o Yolanda Cash Jackson has a long history dealing with education policy and funding issues in Tallahassee. She will quarterback the state lobbying contract and coordinate closely with other members of the lobbying team, as needed. Due to their long involvement in Tallahassee, each member of the Becker team has close working relationships with other education lobbyists, including those representing organizations such as the Florida School Boards Association and Greater Florida Consortium of School Boards.
  - o In addition to lobbying team leader Yolanda Cash Jackson, the Becker state lobbying team includes LaToya Sheals, a former long-time State Senate Aide; Elynn Bogdanoff, a former legislator representing Broward County, and Mike Grissom, the former CEO of Enterprise Florida and well-known Tallahassee lobbyist. Firm attorneys and professionals (approximately 130 members) are available to provide deep bench strength where and when needed.
10. *VENDOR will provide adequate staffing for District representation at appropriate committee meetings.*
- o Becker team members are on hand to represent the District at committee meetings. Yolanda Cash Jackson will leverage the resources and assets of the entire Becker team to support the District's agenda.



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- o Using a true team approach has served the lobbying team well when it comes to creating consensus among legislators, meeting critical deadlines, communicating with clients and handling key legislators. The frenetic pace of the legislative session and providing 24/7 client service requires a true team effort. Fortunately, our team of lawyers and lobbyists know each other well and have excellent working relationships. They depend on each other to uphold the high level of service that our clients have come to expect. In Tallahassee during the legislative session, you will rarely see one team member without another, and if they are apart, they are in constant communication during the day. They meet every morning and every evening to compare notes and nimbly adjust their lobbying strategy based on the intelligence gathered during the day.
11. *VENDOR to articulate plan for Board member's involvement with FSBA and Consortium as part overall legislative strategy.*
- o As in the past, Becker will collaborate with the Broward Schools team to develop a plan to best utilize SBBC leadership team and staff with FSBA and other allied organizations. There are often speaking opportunities or committee participation opportunities that provide an excellent platform for the district's team to amplify our key legislative messages to important statewide audiences. We stay in close touch with the organizations' leadership and staff and work to identify appropriate opportunities for the SBBC leadership team.
  - o We work closely with organizations such as FSBA and the Consortium on broad consensus issues as well as specific issues for Broward. As an example, protecting against unfunded mandates is the mantra of all local governments and their trade associations. We work closely with the FSBA, Superintendents Association and other like-minded organizations to monitor and defeat any type of language that could hurt SBBC's ability to serve its students. We have participated in such coalitions numerous times over the years. We maintain close relationships with the other local government lobbyists to ensure we are all in sync on mutually important issues like unfunded mandates.
12. *VENDOR to develop out-of-session plan to engage legislators and advocate District priorities.*
- o We are committed to promoting the SBBC's priorities and educating decision makers about SBBC year-round, not just in Tallahassee during the Legislative Session. This is possible through a team with strong relationships across party lines and at every level of government throughout Florida. Our statewide network of 12 offices allows us to get to know legislators from every corner of the state year-round, in their home districts.
  - o We will leverage our contacts year-round to advance the District's priorities. Each summer and fall, we follow House and Senate interim projects by communicating with legislative committee staff and attending and testifying at meetings as needed. Legislative and agency reports are continuously reviewed and analyzed for funding opportunities for the SBBC.

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13. *VENDOR shall advance SBBC's legislative agenda by participating in or coordinating the following meetings as requested by the Superintendent; additional meetings may be added or deleted.*

- *All Pre-Session Legislative Committees;*
- *Legislative Committees;*
- *Regular and Extended Legislative Sessions;*
- *Broward Delegation Meetings;*
- *Greater Florida Consortium of School Boards;*
- *Florida School Board Association (FSBA);*
- *Florida Association of District School Superintendents (FADSS);*
- *Florida Education Legislative Liaisons (FELL);*
- *Staff and School Board Meetings, as determined by the Superintendent;*
- *State Cabinet/Agency Staff Meetings, as needed; and*
- *Meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written report of activities and efforts relating to the representation and promotion of SBBC and Superintendent., the development and promotion of the District's legislative p programs, and any other relevant activities.*

As outlined in the comprehensive plan in #1 above, the Becker lobbying team will support the Broward Schools team on setting up meetings and other type of get togethers, with decisionmakers and influencers in Tallahassee, at home in Broward County and around the state at education conferences. The Becker lobbying team offers input and guidance at committee meetings, Broward Delegation meetings, and with state agencies and Cabinet officials, as well as organizations like the Greater Florida Consortium of School Boards, FSBA, FADSS, FELL, and others. Our Tallahassee office is conveniently located close to the Capitol and state agencies which makes preparation for and participation in such meetings easy for SBBC members to participate. We encourage such participation by SBBC members and the Superintendent as no one can tell your story better than you can (with our help, of course). We routinely meet before such hearings to review priorities and strategy, discuss the political landscape, and finalize any last-minute decisions. These opportunities are never taken for granted as they are important platforms for communicating the district's key messages.

14. *VENDOR will participate in team efforts to plan and facilitate Board member's involvement in Broward Days and other visits to Tallahassee including:*

- *Address (with Board members, staff and team):*
  - 1) *"Hot topics" for both legislators and Board members;*
  - 2) *"Tips" for presentation of District's legislative program including talking points; and*
  - 3) *"Primer" for new Board members and staff.*
- *Visits with legislators:*

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- 1) Recommend group or individual visits based on Board member feedback and legislative preference;
  - 2) Coordinate appointments for Board members:
    - a) Set appointments for those requesting;
    - b) Incorporate appointments by individuals into "master schedule";
  - 3) Manage logistics (schedule/location changes)
  - Develop overall strategy to maximize Board member/staff time and impact
- It is important that we engage the SBBC leadership in the legislative process. Our team stands ready to support efforts to educate, prime, and empower SBBC elected leaders and professional staff to become effective legislative advocates. We routinely provide training sessions, both formal and informal, to present the political "lay of the land" and help clients maximize their time in Tallahassee. All meetings whether with committee staff, legislators and district staff, leadership and agency personnel present opportunities to communicate the district's priorities.
  - We will support the Broward Schools team in the planning and coordination of visits/fly-ins of SBBC representatives to Tallahassee for "Broward Days" and other important events. "Broward Days" is an important opportunity to participate as part of the larger Broward community, and to help educate Broward's civic and business leaders about the district's legislative priorities so they become our "ambassadors" in Tallahassee and at home.
  - The Becker team helped the Broward Schools team host a group of Broward students and the SBBC for a lobby day in Tallahassee. See below photos from various meetings in the Capitol and the agenda designed to teach the students about state government and teach legislators about our extraordinary students and schools.



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## ***Fly-In Agenda – Tallahassee***

### **Day 1**

9:15 AM – Depart for Tallahassee  
5:15 PM – Arrive in Tallahassee  
6:30 PM – Briefing

### **Day 2**

6:45 AM - 8:00 AM – Breakfast at hotel  
8:00 AM - 8:30 AM – Rally to Tally Agenda Briefing  
8:35 AM – Depart for Florida Capitol  
9:00 AM – 11:30 AM – Agency Meetings  
2:30 PM – 6:00 PM – Meet with legislators/ gallery viewings  
7:30 PM – 8:45 PM – Debriefing

### **Day 3**

6:45 AM – 7:45 AM – Breakfast at hotel  
8:00 AM – 8:30 AM – Rally to Tally Agenda Briefing  
8:30 AM – 9:00 AM – Arrive at Capitol  
9:15 AM – 9:50 AM – Governor’s Office  
10:00 AM – 11:00 AM – Meet with legislators/ gallery viewing  
11:00 AM – 12:00 PM – Mock session  
12:00 PM – 1:30 PM – Lunch  
1:30 PM – 2:40 PM – Meet with Legislators/gallery viewings

15. *VENDOR to engage legislators when not in session (with particular focus on non-delegation members) and encourage school visitation*
- o We are committed to promoting the SBBC priorities and educating decision makers about SBBC year-round, not just in Tallahassee during the Legislative Session and committee weeks. We are fortunate that our diverse bipartisan team has strong relationships around the state and our network of offices provides access to legislators year-round on their home turf.
  - o Each election cycle, team members travel all over the state to stay connected to incumbents and get to know new elected officials. In 2018, we were active politically in House and Senate races around the state and since then, have worked closely with new and reelected members. These relationships benefit our clients. We will introduce SBBC leadership to legislators outside of Broward and key staff through meetings, hearings, social, and other events throughout the year.
  - o School visitations and site visits are an invaluable tool to keep Broward and other legislators up to date on current issues. It is vitally important for legislators to see, first-hand, the opportunities and challenges in the classroom and on campus. We have hosted

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legislators and staff many times over the years resulting in interesting idea exchanges among teachers, students and administrators with elected officials, and lots of goodwill.

16. *VENDOR to participate in planning and content development for Legislative Education & Action Resource.*

- o The Becker team fully supports the purpose and activities of the Legislative Education & Action Resource (LEAR) and continues to be committed to assisting with planning and content development for its implementation. The Becker team has organized and taught numerous legislative training and advocacy workshops over the years to help clients become more familiar and knowledgeable about the legislative process. We stand ready to do same for SBBC by contributing to the LEAR.

17. *VENDOR will participate in School Board Workshop(s) to present and discuss legislative plan.*

- o The Becker team is always willing to participate in Board Workshops to present and discuss the legislative plan. We have enjoyed the workshops we have done in the past with you when we hosted members of the Broward legislative delegation to share our legislative agenda and build support for our priorities.

18. *VENDOR will ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals utilizing knowledge of performance accountability systems.*

- o Once the legislative plan goals and top priorities are established, we use the comprehensive plan outlined in #1 above to identify specific objectives with tasks, milestones and deadlines to hold ourselves accountable and keep track of the fast paced, multi-layered legislative process with the Broward Schools team.

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## THE SBBC LOBBYING TEAM



SBBC team leader **Yolanda Cash Jackson** is an attorney and one of the firm's most experienced state government lobbyists. She is a shareholder with the firm and a member of the firm's seven-member Management Committee helping oversee firm strategy and management.

Yolanda has earned a reputation in Tallahassee for her ability to cross party lines and navigate various caucuses to achieve seemingly impossible results for her many long-time clients. She is especially well-known for her representation of education clients, including Broward County Public Schools, Miami-Dade Schools, plus higher education institutions such as Florida Memorial University, Florida Polytechnic University and Bethune Cookman. She has had great success building coalitions with key stakeholders and raising the public profile of her clients to achieve their legislative goals. She has expertise in the appropriations process and has been effective protecting existing funding sources, while creatively developing new ones. She has partnered with like-minded organizations, created consortiums and identified little known programs to secure new funding sources. Yolanda keeps her finger on the pulse of the ever-changing political environment and uses her understanding of the budget process to support her clients' priorities.

Her roster of clients includes local governments, non-profit organizations, membership-based groups, and public and private entities such as universities, colleges, cities, health care, and tech organizations. Yolanda is proud of her many long-time (10+ years) clients that have renewed her lobbying contract multiple times, a strong indication of their satisfaction with her skills, knowledge and most of all, results. In addition to her strong legislative lobbying experience, Yolanda has handled issues at the Executive level and has experience interacting with the Governor's office, Department of Education, and other executive level agencies. She is an excellent speaker who has

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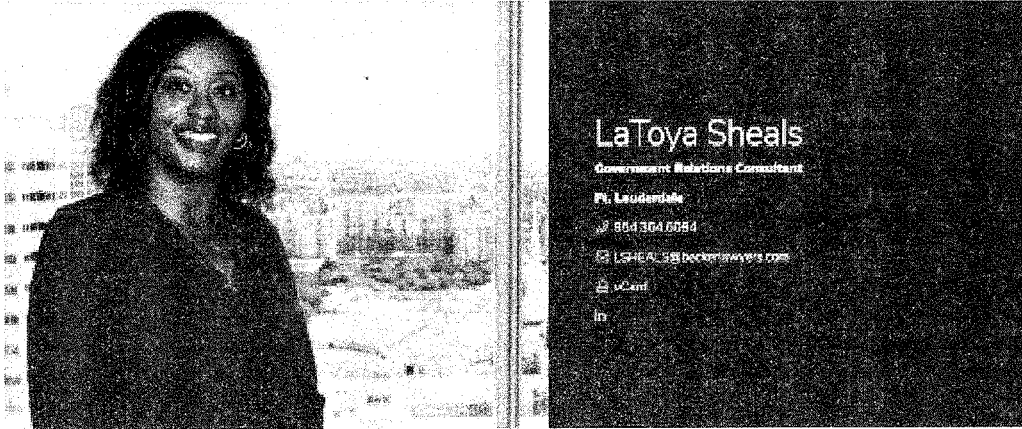
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organized and taught in any legislative training and advocacy workshops to help volunteers and activists become more familiar and knowledgeable about the legislative process.

A “double Gator” graduating with a BS and JD from the University of Florida, Yvonda serves on the boards of the University of Florida Foundation and is a past Trustee of the University of Florida, Levin College of Law Trustees. She is also active with Leadership Florida; the Orange Bowl Committee; the United States Senate Military Affairs Committee; the National Black Caucus of State Legislators, Corporate Round Table; the International Women’s Forum; and the Miami-Dade County Black Affairs Advisory Board Commission for Women. She is an appointee to the Florida Bar’s standing committee on Governmental and Public Policy Advocacy. She is an active member on the Greater Miami Chapter of the Links, Inc., with special appointment to the National Legislative and Public Affairs Committee, Miami Alumni Chapter of Delta Sigma Theta Sorority, Miami-Dade Beacon Council Board of Directors; and the Greater Miami Chamber of Commerce, former Chair-State Advocacy Committee.

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**LaToya Sheals** is a Government Relations Consultant in Becker's State Legislative Lobbying Practice. Ms. Sheals was most recently the chief of staff and legislative assistant to Florida Senator Victor Torres, who represents the 15th district, encompassing Osceola County and southern Orange County. In this position, she advised Senator Torres in policy related decisions and was responsible for assisting in assembling information to draft legislation, speeches, special reports, and legislative updates. Additionally, she attended meetings and presented on behalf of the Senator and maintained the annual budget for operations of offices, outreach and legislative services.

She received her J.D. from Thomas M. Cooley Law School and her B.A. and M.P.A. in Public Administration from Florida A&M University.



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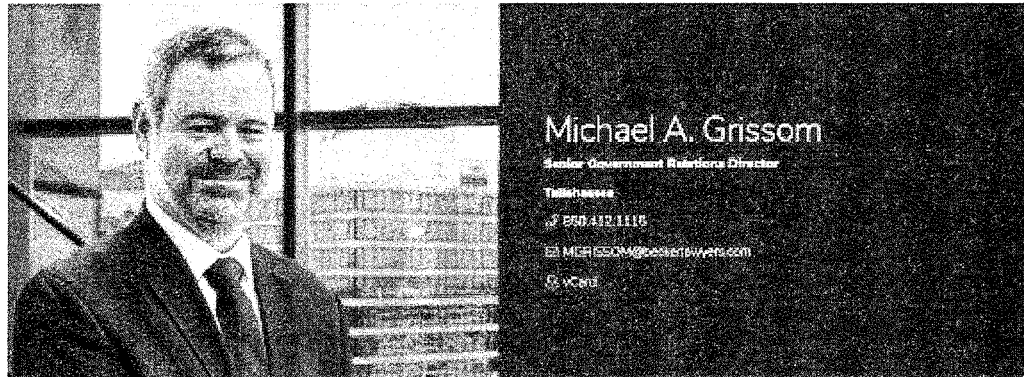
**Ellyn Setnor Bogdanoff** is a shareholder in the firm's Government Law & Lobbying Practice Group. A lawyer and former State Senator and State Representative – she left the Florida Legislature in 2012 – Ellyn is uniquely positioned to advocate important association issues throughout state government. She spent nine years in the Legislature building quality relationships with Members and staff, while establishing a reputation for handling complex issues, and “bringing home the bacon” even during recession years.

Ellyn maintains excellent relations at the Executive level and with the Legislature: in fact, Governor Ron DeSantis appointed her as Co-Chair for his Israel Business Development Mission. She served with many current Members in the Florida Senate and House and has excellent working relationships with legislators on both sides of the aisle. As an example, she served with House Speaker Oliva and Senate President Galvano and maintains positive working relationships with key House and Senate staff members, who can influence the progression of legislation.

Ellyn's political career was sparked by her interest in education issues. Prior to joining the Legislature, Ellyn worked with incoming Senate President Ken Pruitt and the Brighter Futures Foundation to coordinate a tour visiting all 28 colleges in Florida. That experience helped shape her legislative career, giving her the knowledge to delve into various education issues. In addition, she was the Executive Director of a statewide association of early learning centers for six years giving her additional experience with education funding at the state and federal level. Ellyn's access to lawmakers, hands-on experience legislating, and appropriating and highly visible well-respected public profile are a true asset. Ellyn graduated from the University of Florida, B.A. 1980, *with honors*, and Nova Southeastern University, J.D., 2003.

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**Mike Grissom** is a Senior Government Relations Director in Becker's Government Law & Lobbying Practice. With over seventeen years of experience in the political arena, across thirteen states, Mike has formed longstanding relationships with key decision-makers and business leaders throughout the state of Florida and beyond.

Mike previously served as Executive Vice President of Enterprise Florida, Inc. (EFI), a public-private partnership charged with job creation in the state, where he led legislative and external affairs efforts on behalf of the organization. In this role, Mike acted as the point person for communications between EFI and the Executive Office of the Governor, State Legislature, and state agencies including the Department of Economic Opportunity, the Department of Environmental Protection, the Department of Revenue, CareerSource Florida, Florida Department of Transportation, and VisitFlorida. Twice elected as Interim President and CEO of EFI, Mike assisted in the creation of a new \$85 million grant fund to promote economic development in Florida. Among Tallahassee circles, Mike is known as one of the select few experts on economic development issues including those related to aerospace and aviation, advance manufacturing, information technology, financial services, foreign direct investment, and corporate relocation. Prior to joining EFI, Mike served as Executive Director of the Republican Party of Florida and as Senior Director of Political Affairs at the Florida Chamber of Commerce where he was the chief liaison between the Florida Chamber and the Governor, Attorney General, Chief Financial Officer, Agriculture Commissioner, and House and Senate Campaigns. Mike also has worked as political strategist for former Governor Rick Scott and former Attorney General Bill McCollum, and worked with key officials in Kentucky, South Carolina, Maryland, and Pennsylvania. Mike earned his B.A. from the University of Central Florida in 2002.

#### Other Team Members

In addition to the proposed lobbying team of Yolanda Jackson, LaToya Sheals, Eilyn Bogdanoff and Mike Grissom, long time lobbyist and firm shareholder Bernie Friedman will support the team's efforts as will local government lobbyist Jose Fuentes, a seasoned veteran of twenty-plus legislative sessions.

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*FEES*

The Becker lobbying team is committed to continuing to provide the highest-level professional lobbying services for the SBBC. We propose to keep the fee arrangement "as is" and look forward to hitting the ground running.

**SCOPE OF SERVICES**

1. VENDOR shall represent SBBC and the Superintendent of Schools for executive and legislative state lobbying services.
2. VENDOR shall meet with SBBC and Superintendent or designee(s) and confer with respect to state legislative issues regarding The School Board's fiscal and programmatic interests.
3. VENDOR shall participate in the development and promotion of SBBC's state legislative program.
4. VENDOR shall perform and participate in specific legislative tasks as assigned.
5. VENDOR shall establish and maintain positive and working relationships with both branches of the state government to enhance necessary intergovernmental relations beneficial to SBBC.
6. VENDOR shall arrange meetings with appropriate agency officials, State Board of Education members, legislators, and Cabinet officials as requested.
7. VENDOR shall advocate for SBBC's legislative program and legislative priorities.
8. VENDOR shall coordinate representation of SBBC and Superintendent in local and state conferences and meetings related to state legislative and governmental issues as requested by the Superintendent.
9. VENDOR shall perform all routine legislative duties during the pre-session committee meetings and the legislative session.
10. VENDOR shall coordinate legislative activities, duties, and responsibilities with the Superintendent or his designee(s).
11. VENDOR shall provide written reports as may be required by SBBC or the Superintendent or his designee(s).
12. VENDOR shall coordinate efforts with members of the lobbying team to maximize value.
13. VENDOR shall provide adequate staffing for SBBC representation at appropriate committee meetings.
14. VENDOR shall articulate a plan for The School Board's involvement with the Florida School Board Association (FSBA) and Consortium as a part of the overall legislative strategy.
15. VENDOR shall develop an out-of-session plan to engage legislators and advocate SBBC's priorities.

**SCOPE OF SERVICES**

16. VENDOR shall advance SBBC's legislative agenda by participating in or coordinating the following meetings as requested by the Superintendent; additional meetings may be added or deleted.
- (a) All Pre-Section Legislative Committees;
  - (b) Legislative Committees;
  - (c) Regular and Extended Legislative Sessions;
  - (d) Broward Delegation Meetings;
  - (e) Greater Florida Consortium of School Boards;
  - (f) Florida School Board Association (FSBA);
  - (g) Florida Association of District School Superintendents (FADSS);
  - (h) Florida Education Legislative Liaisons (FELL);
  - (i) Staff and School Board Meetings, as determined by the Superintendent;
  - (j) State Cabinet/Agency Staff Meetings, as needed; and
  - (k) Meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written report of activities and efforts relating to the representation and promotion of SBBC's legislative programs, and any other relevant activities.
17. VENDOR shall participate in team efforts to plan and facilitate The School Board members's involvement in Broward Days and other visits to Tallahassee including:
- (a) Address with School Board members, staff, and team:
    - 1. "Hot Topics" for both legislators and School Board members;
    - 2. "Tips" for the presentation of SBBC's legislative program including talking points; and
    - 3. "Primer" for new School Board members and staff.
  - (b) Visits with legislators:
    - 1. Recommend group or individual visits based on School Board member's feedback and legislative preference;
    - 2. Coordinate appointments for School Board members;
      - a) Set appointments for those requesting an appointment;
      - b) Incorporate appointments by individuals into "master schedule";
    - 3. Manage logistics (schedule/location changes).
  - (c) Develop an overall strategy to maximize School Board members/staff time impact.
18. VENDOR shall engage legislators when not in session (with particular focus on non-delegation members), and encourage school visitation.
19. VENDOR shall participate in planning and content development for Legislative Education & Action Resource.

**SCOPE OF SERVICES**

20. VENDOR shall participate in School Board Workshop(s) to present and discuss legislative plan.
21. VENDOR shall ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals utilizing knowledge of performance accountability systems.
22. VENDOR shall plan to leverage existing District partnerships to cross-promote common legislative issues.
23. VENDOR shall participate in utilization of performance evaluation instrument.

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**GRAYROBINSON, P.A.**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801

**WHEREAS**, VENDOR offered a proposal for State Lobbying Services dated August 16, 2019 (hereinafter referred to as "Proposal", **Attachment A**) which is incorporated by reference herein in response to a direct negotiation; and;

**WHEREAS**, SBBC is desirous of obtaining VENDOR for executive and legislative levels for State Lobbying Services for the provision of technical assistance, advice, and consultation concerning all state policies, legislation, appropriations and regulations that may impact SBBC; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for professional services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **January 1, 2020** and conclude on **December 31, 2022**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

First:            This Agreement; then  
Second:        Proposal submitted by VENDOR

2.03 **Description of Services Provided.** VENDOR shall provide SBBC with the Scope of Services as proposed in VENDOR's Proposal and pursuant to the Scope of Services which is attached hereto and incorporated herein as **Attachment B – Scope of Services**.

2.04 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement at a monthly cost of Five Thousand Dollars (\$5,000) per month for thirty-six (36) months, for a total of \$180,000 for the initial term of the Agreement. SBBC shall remit payment to VENDOR within at least 30 days after receipt of monthly invoice. This cost is all-inclusive and will provide full-scale, comprehensive representation at the executive and legislative levels of the state government as provided in the Scope of Services, **Attachment B**.

2.05 **Disclosure of Education Records and Employee Information.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to VENDOR. Should vendor come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

2.06 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;



3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director of Legislative Affairs  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Kim McDougal, Ph.D.  
Senior Government Affairs Consultant  
GrayRobinson, P.A.  
301 South Bronough Street, Suite 600  
Tallahassee, Florida 32301

With a Copy to: Dean Cannon  
Executive Vice President, Chair of Government Affairs  
GrayRobinson, P.A.  
301 South Bronough Street, Suite 600  
Tallahassee, Florida 32301

2.09 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.11 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.12 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.13 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** Attachment A and Attachment B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any

party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document 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 of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.



3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

3.15 **Amendments.** 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 each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals and 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.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Eric Abend*

Digitally signed by Eric Abend  
Reason: GrayRobinson 2019  
Date: 2019.10.22 13:22:55  
-04'00'

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

GRAYROBINSON, P.A.

ATTEST:

By *[Signature]*

\_\_\_\_\_, Secretary

Print Name: Mary K. McDougal

-or-

Title: Senior Government Affairs Director

*[Signature]*  
Witness

*[Signature]*  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me this 22nd day of October, 2019 by Mary K. McDougal of

GrayRobinson, PA Name of Person  
\_\_\_\_\_, on behalf of the corporation/agency.

Name of Corporation or Agency  
He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires:



(SEAL)

*[Signature]*  
Signature – Notary Public

Lindsay McGee  
Printed Name of Notary

GG 116717  
Notary's Commission No.

# GRAY ROBINSON

Relationships. Resources. Results.



School Board of Broward County  
Government Affairs & Lobbying Services

August 16, 2019

**PRESENTED BY:**

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Melbourne | Miami | Naples | Orlando | Tallahassee | Tampa | Washington, DC | West Palm Beach

The School Board of Broward County, Florida  
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# GRAY ROBINSON

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<sup>†</sup>Denotes non-attorney professional

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INTRODUCTORY LETTER

The School Board of Broward County, Florida  
600 SE Third Avenue  
Fort Lauderdale, Florida 33301

August 16, 2019

On behalf of GrayRobinson, P.A. [the "Firm"], we are pleased to offer this proposal to continue providing government affairs and lobbying services for the School Board of Broward County [the "SBBC"]. We present the enclosed qualifications, which set forth in detail the Firm's professional experience, accomplishments, references, and qualifications that make us exceptionally and uniquely qualified and prepared to continue providing these services.

Throughout the last several decades, GrayRobinson has served as counsel to the State of Florida, the House of Representatives, governors, legislators, cities, and counties. Due to our outstanding relationships with elected and appointed officials at the local and state levels, we have successfully represented public sector clients before Florida governmental entities on everything from legislative appropriations to procurement and land use matters. In short, GrayRobinson is highly involved in Florida's government and political processes and understand how state and local government really works.

Our Team is comprised of numerous governmental consultants and attorneys throughout the state. We work collaboratively at the local government level and at the Legislative, Executive branch and Cabinet levels in Tallahassee year-round. By leveraging our statewide presence and our years of experience, GrayRobinson maintains an ongoing, intimate knowledge of what is happening in the Legislative and Executive branches of state government at all times. Annually, GrayRobinson ranks among the top lobbying firms in Florida [as defined by fees collected]. The combination of our lobbying proficiency and legal acumen enables us to provide exceptional, unique services to our clients.

Our team of professionals provides a combination of specialized experience with local and state government issues, exclusive access to leaders in the Legislative and Executive branch, and deep rooted connections throughout Florida. Our experience in advocating for [and sometimes against] substantive legislation, pursuing worthy regulatory reforms, advocating within and successfully working the appropriations and amendatory processes, and our general understanding of and expertise in Legislative and Executive lobbying makes GrayRobinson ideally suited to continue to serve SBBC in this capacity. If selected, I will continue to direct the efforts of the Firm and be accountable to SBBC for all work executed.

The GrayRobinson team stands ready to continue to ensure the overall success of SBBC's legislative priorities and confirms we possess a unique and experienced understanding of the requirements and scope of work as well as interest and ability to perform the duties requested by SBBC. We have enjoyed representing SBBC and look forward to hearing from you and continuing the relationship upon which we have built a strong foundation.

Sincerely,



Kim McDougal, Ph.D.  
Senior Government Affairs Consultant  
GrayRobinson, P.A.

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## LOCATIONS

GrayRobinson services clients throughout the State of Florida, our nation's capital, across the country, and all over the world from our offices in Boca Raton, Fort Lauderdale, Fort Myers, Gainesville, Jacksonville, Key West, Lakeland, Melbourne, Miami, Naples, Orlando, Tallahassee, Tampa, Washington, DC, and West Palm Beach.

**Boca Raton**

Mizner Park Office Tower  
 225 N.W. Mizner Blvd.  
 Suite 1200  
 Boca Raton, FL 33432  
 Phone: 561-368-1808

**Fort Lauderdale**

461 E. Las Olas Blvd.  
 Suite 1000  
 Fort Lauderdale, FL 33301  
 Phone: 954-761-6111

**Fort Myers**

1404 Dean St.  
 Suite 300  
 Fort Myers, FL 33901  
 Phone: 239-540-7979

**Gainesville**

720 SW 2nd Ave.  
 Suite 100  
 Gainesville, FL 32601  
 Phone: 352-570-6400

**Jacksonville**

50 N. Laura St.  
 Suite 1100  
 Jacksonville, FL 32202  
 Phone: 904-598-9929

**Key West**

221 Simonton St.  
 Key West, FL 33540  
 Phone: 305-254-0252

**Lakeland**

One Lake Morton Drive  
 Lakeland, FL 33801  
 Phone: 888-234-2200

**Melbourne**

1705 W. NASA Blvd.  
 Melbourne, FL 32901  
 Phone: 321-727-6000

**Miami**

333 S.E. 2nd Ave.  
 Suite 2700  
 Miami, FL 33131  
 Phone: 305-416-6800

**Naples**

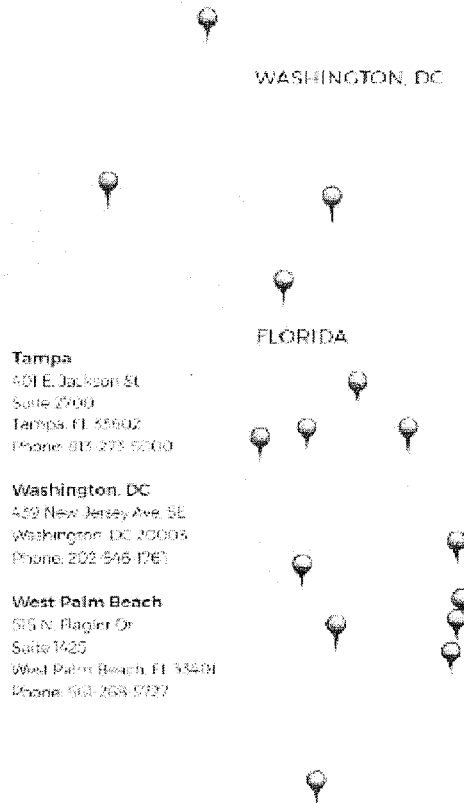
3050 Tamiami Trail N.  
 Suite 410  
 Naples, FL 34103  
 Phone: 239-599-7601

**Orlando**

301 E. Pine St.  
 Suite 900  
 Orlando, FL 32801  
 Phone: 407-843-8880

**Tallahassee**

501 South Bronough St.  
 Suite 800  
 Tallahassee, FL 32301  
 Phone: 850-577-9090



**Tampa**

401 E. Jackson St.  
 Suite 2000  
 Tampa, FL 33602  
 Phone: 813-273-5000

**Washington, DC**

409 New Jersey Ave. SE  
 Washington, DC 20003  
 Phone: 202-545-1761

**West Palm Beach**

615 N. Flagler Dr.  
 Suite 1420  
 West Palm Beach, FL 33411  
 Phone: 561-268-5727

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# GRAY ROBINSON

## QUALIFICATIONS AND SCOPE OF WORK

### Qualifications

GrayRobinson is a full-service law and lobbying firm with more than 250 government relations professionals and attorneys throughout 15 offices across the State of Florida and Washington, DC. We offer not only an extensive range of services, but also depth and proficiency in each one.

GrayRobinson professionals have represented and served as Members of the United States Congress, senior staff to Members of Congress, and Speakers of the Florida House of Representatives. We have served as staff to and/or represented multiple Florida Governors, Legislators, Attorney Generals, the Florida House of Representatives, the Florida Senate, state agencies, and numerous cities and counties. Because of our outstanding relationships with elected and appointed officials at the local, state, and federal levels, we have successfully represented hundreds of clients before Florida and United States governmental entities on everything from appropriations and legislative policy to procurement, professional regulatory practice, and licensing. The GrayRobinson team has the knowledge and long-term experience essential to preparing legislation, both general bills and amendments, identifying funding sources, and successfully shepherding specific appropriations through the House, Senate, and Governor's office. As importantly, we are skilled in defeating unfriendly legislation and attempts to reduce or eliminate appropriations line items and proviso language, and any other actions that could be detrimental to our clients.

GrayRobinson is well-respected in both the Legislative and Executive branches, including the state agencies, and our lobbyists have a broad network of personal and professional relationships with the policymakers as well as with their staff. These are relationships built on trust and respect based on years of honest and forthright interactions. The GrayRobinson team has a solid working relationship with Commissioner Corcoran of the Department of Education, Alex Kelly, Chief of Staff, and members of his leadership team. Our relationship with Commissioner Corcoran began many years ago while he was a state representative.

GrayRobinson provides one of the most knowledgeable teams of local government relations professionals anywhere in the State of Florida. GrayRobinson has been serving local governments in a legal and/or lobbying capacity since 1970 and the Firm is rooted in the legacy of local government representation. GrayRobinson has a strong and widely acknowledged background in Florida's Legislative and Executive branch government relations services. We have decades of experience lobbying the Florida Legislature, both offensively and defensively, on behalf of public and private entities. Many of our consultants and attorneys began their careers, or invested portions of them, serving as staff to the Florida Legislature, Governor's Office, and state agencies. This experience provides our clients with a unique perspective on the most efficient means of meeting their legislative goals.

In addition, we have decades of experience successfully representing our clients before the regulatory agencies of Florida, including but not limited to the Florida Department of Education, Department of Health, Department of Financial Services, Office of Insurance Regulation, Attorney General, Department of Transportation, Department of Environmental Protection, Department of Business and Professional Regulation, Agency for Health Care Administration, and Department of Economic Opportunity. GrayRobinson members are active in the political process, maintaining close and meaningful relationships with legislators, and key statewide and local political leaders. The GrayRobinson team presented herein has extensive knowledge of the political landscape in Broward County and its municipalities, and deep knowledge of Florida K-12 public education.

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Additionally, our team has dealt with federal education issues working with the U.S. Department of Education and Florida's congressional delegation, and has a relationship with the Department of Education's Chief of Staff and General Counsel.

### Scope of Work

**1. VENDOR shall represent the SBBC and the Superintendent of Schools (hereinafter referred to as "Superintendent").**

The GrayRobinson team is prepared to continue to represent the SBBC and the Superintendent.

**2. VENDOR shall meet with the SBBC and Superintendent, or designee(s) and confer with respect to state legislative issues regarding the Board's fiscal and programmatic interests.**

GrayRobinson will meet with the SBBC and the Superintendent or designee(s) for a Legislative workshop to develop a Legislative agenda for the upcoming Session based on the Board's fiscal and programmatic interests. For the School Board, and us, the agenda needs to provide clear articulation of goals and expectations which, when combined with the scope of work, will serve as a roadmap in our representation.

**3. VENDOR shall participate in the development and promotion of the SBBC's state legislative program.**

Once the Legislative priorities for the year are identified, GrayRobinson will diligently monitor and work to identify activities and issues of potential interest to the SBBC. We will begin by working with key legislators who we believe will assist in your success, and then with the School Board to identify other legislators who may be advocates for your goals, as well as those who may oppose your Legislative priorities. We will also work closely with the leadership of the Minority Party in the House and Senate, and the local delegation.

**4. VENDOR shall perform and participate in specific legislative tasks as assigned.**

The GrayRobinson team is prepared to perform all legislative tasks as assigned by the School Board and/or the Superintendent.

**5. Executive branch lobbyist and legislative branch lobbyist shall establish and maintain positive working relationships with both branches of state government to enhance necessary intergovernmental relations beneficial to the SBBC.**

GrayRobinson is well-respected in both the Legislative and Executive Branches, including the state agencies, and has a broad network of personal and professional relationships with the policymakers as well as with their staff. These are relationships built on trust and respect based on years of honest and forthright interactions. As mentioned previously, the GrayRobinson team has a solid working relationship with Commissioner Corcoran of the Department of Education, Alex Kelly, Chief of Staff, and members of his leadership team.

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**6. VENDOR shall arrange meetings with appropriate agency officials, State Board of Education members, legislators, and Cabinet officials as requested.**

The GrayRobinson team will work with agency officials, State Board of Education members, key legislators, and Florida's Governor and staff to ensure their understanding and continued support of the SBBC's legislative agenda, arranging meetings when necessary. We will work diligently through the Session and throughout the year to be sure the SBBC's issues are put forth to the right people at the right time. Additionally, it is critical that all members of the Florida Legislature understand the issues that the SBBC deems a priority. We will set up appointments on behalf of the SBBC members when visiting Tallahassee as requested.

**7. VENDOR shall advocate for the SBBC's legislative program and legislative priorities.**

During the Legislative session, the GrayRobinson team will provide Legislative drafting, strategy development, one-on-one lobbying, and other services. We will effectively utilize our skills, any School Board grassroots organizations, and ever-improving technology to assure that we get results. In addition, we maintain excellent relationships with key legislators and staff that will advocate on behalf of the School Board on appropriation and policy issues. Our team has also worked to establish strong, valuable relationships with incoming leadership in the Senate and the House. After Session, we will ensure that there is appropriate follow-through on any bills impacting the SBBC.

**8. VENDOR shall represent the SBBC and Superintendent in local and state conferences and meetings related to state legislative and governmental issues as requested by the Superintendent;**

We commit to identifying and attending relevant appointments on behalf of the SBBC with appropriate members of the Legislature, the Executive branch, and state agencies. In addition to the capabilities of team members that have collectively served and advocated under five Governors, we maintain excellent working relationships with all of the agency heads, and strong relationships with the Cabinet.

We will work with the SBBC to identify opportunities to not only meet with state officials and legislators, but to speak on matters affecting the School Board of Broward County and for the SBBC leadership to be regarded as thought-leaders on issues that directly impact local government.

**9. VENDOR must coordinate efforts with members of lobbying team to maximize value.**

GrayRobinson will utilize a team approach designed to maximize communication and responsiveness to the needs of the SBBC. The team lead at GrayRobinson responsible for all work done on behalf of the SBBC will continue to be Kim McDougal. Kim will direct the efforts of the Firm and be accountable for all work executed.

To ensure the SBBC's matters are completed efficiently and promptly, management of particular projects may occasionally be delegated to one of the team members outside of the team lead. However, oversight of and accountability for all the SBBC's matters will rest with Kim.

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**10. VENDOR will provide adequate staffing for District representation at appropriate committee meetings.**

GrayRobinson commits to attending all meetings as requested by the SBBC and will ensure the SBBC is represented appropriately at these meetings. Our goal is to provide exemplary legislative services. Team lead Kim McDougal will be on call and available for consultation, advice, and other services as needed or wanted by leadership and staff.

**11. VENDOR to articulate plan for Board member's involvement with FSBA and Consortium as part overall legislative strategy.**

Historically, key education issues that have broad-based support from many education organizations and/or associations have a better chance of being placed on a committee meeting agenda, ultimately passed by committees, approved by the Legislature, and signed by the Governor. However, issues specific to a district or issues driven by a district which are supported by data or special circumstances also have the opportunity to gain traction in the Legislature. The School Board of Broward County members should discern, discuss, and vet with other education stakeholder groups, such as the Florida School Board Association (FSBA) and other school districts with similar issues, when developing and ultimately advocating for success in the Legislature. In addition to partnering with other education stakeholder groups, when feasible, it is critical that the Broward consultant(s) participate in the Florida Education Legislative Liaison (FELL) meetings before, during, and after session. FELL members have an incredible dearth of historical knowledge and relationships with legislators across the state.

GrayRobinson currently represents FSBA and works closely with Andrea Messina, the Executive Director, and other key FSBA staff to advocate and pursue FSBA's adopted legislative agenda as approved by their Legislative and Executive Committee. FSBA's 2019 Legislative Platform focuses were: Keeping Students Safe; Enhancing Mental Health Services; Investing in Students and Schools; Providing Students with High Quality Teachers; and Prioritizing Workforce Education. GrayRobinson consultants provide guidance and assistance throughout the development of the FSBA legislative platform by attending capstone meetings and participating in conference calls. GrayRobinson advocates for FSBA platform issues in a multi-faceted strategy including meeting with legislators, legislative staff, agency staff, and Executive Office of the Governor's staff. FSBA's Legislative and Federal Platforms are the cornerstones of FSBA's governmental advocacy efforts. All FSBA members have the opportunity to participate in the development of the Platform by submitting proposals for items to be included. Proposals may be submitted by an individual school board member, by the full school board, by the district superintendent, or by school or district staff members. However, a school board member must approve any new item that is submitted by anyone other than a school board member or members.

**12. VENDOR to develop out-of-session plan to engage legislators and advocate District priorities.**

GrayRobinson's work for SBBC doesn't stop when Session concludes. The team commits to developing an out-of-session plan at the end of session and will advocate on behalf of the School Board all year, engaging legislators and advocating District priorities.

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**13. VENDOR shall advance SBBC's legislative agenda by participating in or coordinating the following meetings as requested by the Superintendent; additional meetings may be added or deleted.**

**All Pre-Session Legislative Committees;**

**Legislative Committees;**

**Regular and Extended Legislative Sessions;**

**Broward Delegation Meetings;**

**Greater Florida Consortium of School Boards;**

**Florida School Board Association (FSBA);**

**Florida Association of District School Superintendents (FADSS);**

**Florida Education Legislative Liaisons (FELL);**

**Staff and School Board Meetings, as determined by the Superintendent;**

**State Cabinet/Agency Staff Meetings, as needed; and**

**Meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written report of activities and efforts relating to the representation and promotion of SBBC and Superintendent, the development and promotion of the District's legislative programs, and any other relevant activities.**

GrayRobinson will participate in or coordinate all meetings as requested by the Superintendent, including the above mentioned meetings.

As mentioned previously, GrayRobinson has a strong and widely acknowledged background in Executive branch government relations services. We have decades of experience successfully representing our clients before the regulatory agencies of Florida. We take pride in not just knowing who to call inside an agency, but having their number [to their desk] to make that call. Whether it is the Secretary, Chief of Staff, General Counsel, Deputy Director, and so on, our team works to establish and maintain these relationships and never hesitates to make direct contact on behalf of a client. These relationships will be extremely beneficial when it is necessary to attend the state agency meetings as requested.

Throughout the course of our representation, we regularly appear both one-on-one as well as testifying on behalf of clients in front of all state Legislative and Executive Committees, subcommittees, hearing officers, etc. We have provided testimony or information to policy and appropriations subcommittees and major committees, local and regional Legislative delegation meetings, as well as meetings of the Governor and Cabinet, and at multiple hearings in meetings with Executive branch agencies. We will report to the School Board on all matters assigned and participate in meetings and conference calls as directed.

The team will provide regular weekly written briefing reports at the end of each week during conference and legislative sessions to SBBC. Outside of Session, these reports will be given quarterly. We are prepared to provide them more frequently as requested and will tailor them specifically to the needs and requests of SBBC. The GrayRobinson team constantly monitors all legislative bill filings, appropriations requests and amendment filings and will include this information in the report as well.

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Additionally, the GrayRobinson team will work diligently to provide SBBC with an update on its legislative priorities immediately following Session. The Team will provide a detailed written report as soon as possible following Session which will include specific legislation and new requirements affecting SBBC. Status on the reports will be communicated regularly so SBBC knows when to expect delivery. We would also invite SBBC to attend our post-session wrap up presentations across the state.

**14. VENDOR will participate in team efforts to plan and facilitate Board member's involvement in Broward Days and other visits to Tallahassee including:**

**Address (with Board members, staff and team):**

- "Hot topics" for both legislators and Board members;
- "Tips" for presentation of District's legislative program including talking points; and
- "Primer" for new Board members and staff.

**Visits with legislators:**

- Recommend group or individual visits based on Board member feedback and legislative preference;
- Coordinate appointments for Board members;
- Set appointments for those requesting;
- Incorporate appointments by individuals into "master schedule";
- Manage logistics (schedule/location changes)

**Develop overall strategy to maximize Board member/staff time and impact.**

GrayRobinson will help in the development of a legislative strategy, including the refinement of any proposed statutory or appropriations-based changes. This strategy would also include supporting the plan and execution of successful "Days at the Capitol" for SBBC, to both raise your profile in the Florida Legislature and garner support for your initiatives. These "Days at the Capitol" can be scheduled during the committee weeks or during the first month of Session.

We would concurrently identify champions and supporters of each of these goals, as well as avenues to enact these changes. In some cases, this may be through the filing of individual policy bills by House and Senate Members and moving them through the committee process. In those cases, having the legislative strategy in place and beginning to take action would ideally be accomplished during the committee weeks.

After the Legislative Session concludes, we will ensure that there is appropriate follow-through on bills impacting SBBC.

GrayRobinson's area of expertise that will be most beneficial to SBBC is the strength and effectiveness of relationships built over time by those on the SBBC team. Relationships include those at the state level with Florida's entire congressional delegation, including senior leadership in the Florida Department of Education and the State Board of Education. In our efforts to provide exceptional representation of our clients in Tallahassee, we continually seek to build and maintain strong bipartisan relationships with the members and staffs of the House, Senate, and Cabinet, as well as the appointed heads of the state's many agencies.

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**15. VENDOR to engage legislators when not in session (with particular focus on non-delegation members), and encourage school visitation.**

Our lobbying team works year-round, and will continue to forge and maintain appropriate relationships, drive SBBC's agenda forward, and keep SBBC staff and leadership up to date on legislation or policies that may affect the School Board in non-Session months. We will encourage school visitation from the appropriate individuals during these off months as well.

We will provide information as requested during the months outside of Session on any areas of interest or potential concerns that we are made aware of through our relationships or through interim committee meetings, rulemaking hearings, status of studies underway, or advance notices being released of legislation being proposed. We are committed to continuing the highest quality of work and service for the School Board throughout the entire calendar year.

**16. VENDOR to participate in planning and content development for Legislative Education & Action Resource.**

GrayRobinson commits to participate in the planning of and content development for Legislative Education and Action Resource.

**17. VENDOR will participate in School Board Workshop(s) to present and discuss legislative plan.**

GrayRobinson will participate in and attend School Board Workshop(s) as requested. To help ensure a successful relationship, we propose an approach that includes frequent and on-going communication with the SBBC, including attendance at all appropriate meetings of the School Board and any other meetings pertaining to your Legislative agenda. We will work with the SBBC leadership to ensure we understand both the immediate and long-term goals that are vital to the advancement of your strategic plan.

**18. VENDOR will ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals utilizing knowledge of performance accountability systems.**

GrayRobinson will ensure individual accountability for each item of the plan and formulate measurable goals utilizing knowledge of performance accountability systems.

The Firm sets performance measurements and metrics based on each client's specific needs and requirements. Not all clients are alike and we will provide counsel and support based upon the SBBC's preferences. Upon the acceptance of this proposal, performance and reporting metrics will be set which will measure the satisfaction of the SBBC moving forward. We will monitor and measure our performance as it relates to the overall client relationship through regular client satisfaction discussions and/or performance meetings between the SBBC and GrayRobinson team lead.

Through a systematic approach to providing quality lobbying and legal services, GrayRobinson uses the most up-to-date software, research techniques, and legal resources. We continually meet or exceed client requirements and expectations by building quality into our services from the very beginning. GrayRobinson's commitment to quality assurance and quality control is firm wide, and ensures that our lobbying and legal services, as well as our client support services, exceed our clients' expectations. Our continuous commitment to quality services and client satisfaction includes a promise to promptly respond to any client concern, communicate clearly and quickly all developments of interest in each matter, and to provide easy to understand, accurate billing. We further commit to provide these services in a cost-effective, client-friendly manner.

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**19. VENDOR will plan to leverage existing District partnerships to cross-promote common legislative issues.**

GrayRobinson has significant presence in the South Florida region including familiarity and connections with the other South Florida regional lobbyists. GrayRobinson serves as state lobbyists for Miami-Dade County, Miami Downtown Development Authority, and Miami-Dade Expressway Authority; three examples of how we are aligned with the South Florida region. These close connections provide an opportunity to seamlessly work on advocacy efforts with the other lobbyists in South Florida on issues of collective interest. Additionally, we have close relationships with many other School Boards across Florida and have existing district partnerships that will benefit SBBC. As applicable, additional alliances will be built to help pass, modify, or defeat particular legislative issues. We work to help identify other education stakeholders when appropriate.

**20. VENDOR will participate in utilization of performance evaluation instrument.**

As stated previously in response to number 18 in the Scope of Work, the Firm sets performance measurements and metrics based on each client's specific needs and requirements. We will monitor and measure our performance as it relates to the overall client relationship through regular client satisfaction discussions and/or performance meetings between the SBBC and GrayRobinson team lead Kim McDougal.

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## EXPERIENCE

The following list of GrayRobinson successes represent outstanding achievements on behalf of education clients similar in scope to state and local services requested by SBBC.

### BROWARD COUNTY PUBLIC SCHOOLS AND ST. LUCIE COUNTY PUBLIC SCHOOLS

- Secured an amendment that changed the effective date for new legislation regarding voted discretionary operating millages that resulted in nearly \$70 million in cost avoidances. [2019]

### BROWARD COLLEGE FOUNDATION

- Secured a legislative appropriation of \$500,000 in operational funding. [2018]

### CITY OF ORLANDO

- Worked with stakeholders to secure \$20 million for the University of Central Florida's downtown campus. Additionally, we successfully defeated an effort to pre-empt local governments from regulating the use of polystyrene products on public lands. [2014]

### COLLEGE OF CENTRAL FLORIDA

- Secured a legislative appropriation of \$1,500,000 in recurring operational funding. [2019]
- Secured a legislative appropriation of \$1,000,000 in operational funding. [2018]
- Secured a legislative appropriation of \$3,000,000 in Public Education Capital Outlay funding towards the construction of the Florida Health Science Technology Education Center. [2018]
- Secured a legislative appropriation of \$1,000,000 in recurring operational funding. [2017]
- Secured a legislative appropriation of \$3,000,000 in Public Education Capital Outlay funding towards the construction of the Florida Health Science Technology Education Center. [2017]

### COMMUNITY EDUCATION PARTNERS

- Secured passage of key public education accountability measures that better reflect the student population and academic goals of alternative schools. [2016]

### FLORIDA SCHOOL BOARDS ASSOCIATION

- Blocked an effort to create term limits for school board members. [2019]

### FOCUS SCHOOL SOFTWARE

- Secured legislative support for a new program to modernize the FDOE centralized mainframe, an aging piece of technological infrastructure that is insufficient to meet the current data needs of the state's education system. With this support, our team was able to work with FDOE on the parameters of a successful plan for migration of the FDOE central mainframe to a modern, cloud-based platform and support the implementation of a uniform student information system (SIS) platform statewide. Through our representation, Focus was able to serve as a thought-leader to the Department on plotting a course for the modernization initiative and statewide SIS rollout, for which FDOE has issued an outstanding RFI to qualified vendors. [2019]

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LAKE COUNTY GOVERNMENT

- \* Secured a legislative appropriation of \$750,000 for Florida's Online Career High School which serves many in the county. [2015]

LAKE COUNTY SCHOOL BOARD

- \* Secured an amendment that changed the effective date for new legislation regarding voted discretionary operating millages. [2019]
- \* Secured \$500,000 for Elevate Lake, a career and workforce training program at Eustis High School. [2019]
- \* Amended language into multiple bills, including the workforce development and apprenticeship bill that was favorably passed by the legislature, and signed by the Governor, that revises Public Education Transportation statutes to allow for the transport of students to/from career/technical training programs within the county in more economical ways. [2019].
- \* Protected language in K12 omnibus bill that will allow school districts an extended period of time to leveraged financial resources for schools in a turnaround status. Despite multiple iterations of the bill and dozens of amendments in the final days, the language was included in the final passed version. [2019]
- \* Secured \$866,000 in funding for Destination Lake Career and Technical Academy at Leesburg High School. [2015]

SANTA FE COLLEGE

- \* Secured a legislative appropriation of \$5,000,000 in Public Education Capital Outlay funding towards the expansion of the Blount Center into a new Downtown Innovation Campus. [2018]
- \* Secured legislative appropriation of \$5,000,000 in recurring operational funding. [2017]
- \* Secured a legislative appropriation of \$5,475,998 in Public Education Capital Outlay funding towards the expansion of the Blount Center into a new Downtown Innovation Campus. [2017]

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## RELATIONSHIPS

### Local and State Relationships

GrayRobinson goes to great lengths to build long and lasting relationships with key decision makers. With 14 offices throughout the state and an office in Washington, D.C., we know legislators, agency heads, key staff and other elected officials in their home towns, we support their causes, and we are neighbors and friends. One cannot effectively advocate without the ability to interact and work with legislators, members of the Governor's staff and with the heads of the state's many agencies.

#### HOUSE AND SENATE LEADERSHIP

Our team has working relationships with the leadership in both the House and Senate. Speaker JOSE OLIVA served with GrayRobinson Executive Vice President Dean Cannon in the House and has a great relationship with our team. In addition, our team has developed excellent relationships with the Speaker's lieutenants. In the Senate, it is much the same. Senate President BILL GALVANO has worked with our team since his days in the Florida House, including serving with Dean Cannon. We know his priorities (higher education and transit) and know his style of leadership.

As well, we work to establish relationships with not just the current leaders, but the ones following. In the House, we were early supporters of both future speakers CHRIS SPROWLS and PAUL RENNER and our team has been working closely with 2020-22 Senate President-designate WILTON SIMPSON since his days at the Tampa Chamber. Thus, whether it is the current Speaker and President, or the incoming presiding officers, we have worked diligently to forge these relationships based on trust and reliability.

Perhaps the best way to establish the trust and confidence we are asking the School Board to place in our team is to point to times when others, similarly situated, placed their trust and confidence in members of GrayRobinson's lobbying team:

- \* DEAN CANNON served in the Florida House of Representatives from 2004 until 2012. He served as Chairman and member of the Transportation and Economic Development Appropriations Committee from 2006-2008, and chaired the influential Economic Expansion and Infrastructure Committee from 2008-2010. He was selected by his peers to become Speaker of the House for the 2010-2012 term. Through his public service, he formed valued relationships throughout Tallahassee and across the state, relationships that continue to this day with the current legislative leadership, Legislators, Executive branch agency heads and their staff, Cabinet members, and other elected officials.
- \* TEAM LEAD, KIM MCDUGAL, PH.D. served as Chief of Staff to Florida Governor Rick Scott where she was responsible for directly serving and advising the Governor on issues pertaining to more than 100,000 Executive Branch employees and administered an \$83 billion state budget. Kim also worked for Governor Bush in several roles within the Executive Office of the Governor, including as the policy coordinator for education in the Office of Planning and Budget.
- \* GrayRobinson Shareholder ANDY BARDOSS served as special counsel to the president of the Florida Senate, assisting in the development of legislation, and served as policy coordinator to the Judiciary Committee, the Health Regulation Committee, and the Ethics and Elections Subcommittee.
- \* GrayRobinson Of Counsel attorney TIM CERIO served as General Counsel to Florida Governor Rick Scott. As General Counsel, Tim was the chief legal advisor to the Governor and the Executive Office of the Governor's legal liaison to all state and local agencies. Tim previously served as general counsel and subsequently Chief of Staff of the Florida Department of Health.

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- GrayRobinson Senior Government Affairs Consultant LARRY CRETUL served on the Marion County Commission from 1994-2002, including two years as Chairman. Then in 2002, he was elected to the Florida House of Representatives and was selected by his peers in 2009 to serve as Speaker of the House from 2009-2010.
- GrayRobinson Shareholder GEORGE LEVESQUE served as Special Counsel and policy advisor to the Florida Speaker of the House, General Counsel to the Florida House of Representatives, and most recently, as General Counsel to the Florida Senate.
- GrayRobinson Of Counsel attorney BURT SAUNDERS served as: a Florida Senator for District 37 from 1998-2008; a Florida Representative from 1994-1998; a Collier County Commissioner from 1986-1994; and Collier County Attorney from 1982-1986. Burt is currently serving as a Collier County Commissioner.
- Managing Shareholder in GrayRobinson's Tallahassee Office, JASON UNGER, has served as special counsel to the Speaker of the Florida House of Representatives and to members of the Legislature in election law matters. Jason has served on the Supreme Court Judicial Nominating Commission (JNC) since 2008, when he was appointed by Governor Charlie Crist. He was subsequently reappointed by Governor Rick Scott in 2011 and 2016 for a term through 2019. Jason served as Chair of the JNC 2009-2010 and again 2016-present.

### LOCAL DELEGATION

The GrayRobinson team has very strong direct relationships with the members of the local delegation for Broward County.

#### **Senate:**

Kevin Rader – District 29  
 Lauren Book – District 32  
 Perry E. Thurston – District 33  
 Gary Farmer – District 34  
 Oscar Braynon, II – District 35

#### **House:**

Patricia Williams – District 92  
 Chip LaMarca – District 93  
 Bobby Dubose – District 94  
 Anika Omphroy – District 95  
 Kristin Jacobs – District 96  
 Dan Daley – District 97  
 Michael Getlieb – District 98  
 Evan Jenne – District 99  
 Joe Geller – District 100  
 Shevrin Jones – District 101  
 Sharon Pritchett – District 102  
 Cindy Pole – District 103  
 Richard N. Stark – District 104  
 Ana Maria Rodriguez – District 105

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### Federal Connections

Our team has critical, direct relationships and credibility with Members of Congress. We fully understand the uniquely significant impact that chiefs of staff have on Member policy and political evolution. Initiating a constructive dialogue with key leadership and caucus offices, as well as the appropriate committees of jurisdiction, is imperative for any organization.

Collectively, our team has focused on developing bipartisan support and leadership on matters important to our clients. Our team draws on decades of senior-level experience in the Legislative and Executive branches, where we helped develop and implement a wide variety of policy initiatives.

- GrayRobinson's Washington, DC Managing Director DOYLE BARTLETT served for five years as Chief of Staff to Representative Bill McCollum (R-FL), supporting Congressman McCollum's work as Vice Chairman of the House Banking Committee and Chairman of the House Judiciary Committee's Crime Subcommittee.
- GrayRobinson Senior Government Affairs Consultant TRAVIS JOHNSON served as a Senate Deputy Chief of Staff and senior staff member for former Secretary of HHS Dr. Tom Price. Travis also previously served as Deputy Chief of Staff to a senior member of the Senate Banking Committee and served as Legislative Director to Rep. John Shadegg (R-AZ), former head of the Republican Study Committee and active member of the House Energy and Commerce Committee on Health Care Policy.
- GrayRobinson Senior Government Affairs Consultant CHRIS MCCANNELL most recently served as Chief of Staff to Rep. Michael E. McMahon (D-NY). Earlier in his career, he served as Chief of Staff and floor assistant to Rep. Joseph Crowley (D-NY). Chris was also press secretary to Rep. Steny H. Hoyer (D-MD) and Rep. Paul E. Kanjorski (D-PA). He began his career as a press assistant in the office of Sen. Frank Lautenberg (D-NJ) and the office of the Democratic Policy Committee.
- GrayRobinson Government Affairs Consultant GREG MESACK served as Congressman Wally Herger's staff assistant followed by serving at the House Republican Conference as a legislative analyst for members of Congress. In 2001, he began working as legislative assistant to Congressman Bob Ney and was soon named legislative director, where he oversaw Congressman Ney's legislative staff and operations.

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TERMS OF COMPENSATION

The terms of compensation stands at \$60,000 annually to be made in monthly installments of \$5,000. Both SBBC and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given. Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

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GRAY ROBINSON PROFESSIONALS

## Kim McDougal\*

Senior Government Affairs Consultant  
 kim.mcdougal@gray-robinson.com

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 Suite 600  
 Tallahassee, Florida 32301  
 Phone: 850-577-9090  
 Fax: 850-577-3311



### Experience

Kim is a senior government affairs consultant in GrayRobinson's Tallahassee office. She lobbies across a wide range of policy areas on behalf of public and private clients. Kim brings almost three decades of education policy knowledge and experience to the firm's lobbying practice, having served in multiple leadership roles at the Department of Education, including Governmental Relations Director and Senior Policy Advisor for several Commissioners of Education.

Kim began her public service career with the State of Florida in 1989 as a program auditor with the Office of the Auditor General, and later worked for the Office of Program Policy Analysis and Government Accountability. During her 10-year career with the Florida Legislature, she worked on a wide array of policy areas, but the majority of her policy work focused on K-20 education policy. Kim has worked as a senior advisor or in a leadership role for many of Florida's Education Commissioners. She also worked for Governor Bush in several roles within the Executive Office of the Governor, including as the policy coordinator for education in the Office of Planning and Budget.

Most recently, Kim served as Chief of Staff to Florida Governor Rick Scott. In this role, she was responsible for directly serving and advising the Governor on issues pertaining to 100,000 plus executive branch employees and administered a \$33 billion state budget. She also served as Governor Scott's Deputy Chief of Staff, Legislative Affairs Director, Education Policy Coordinator and as Policy Advisor during his successful re-election campaign.

\* Denotes non-attorney professional

### Areas of Practice

- Government Affairs & Lobbying
- Education

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## Education

- Tulane University, B.S.
- Florida State University, M.S.
- Florida State University, Ph.D.

## Professional Associations & Memberships

- Florida Association of Intergovernmental Relations (FAIR), January 2019
- Association of Florida Colleges (AFC), January 2019-present
- Governor-Elect Ron DeSantis' Transition Advisory Committee
  - Education and Workforce Development, December 2018-January 2019
- Florida Sports Foundation, December 2018-present
- Florida Association of Professional Lobbyists
  - Designated Professional Lobbyist
- Florida Education Legislative Liaisons

## Presentations & Seminars

- Panelist, "2019 Florida Legislative Review," Jacksonville Session Wrap Up, May 13, 2019
- "Questions for the Governor's Office," Florida State University class Florida Legislative Practice: From Bill Drafting to the Governor's Desk, April 10, 2019
- "Advocacy 101," Florida Nurses' Association Advocacy Days, March 13, 2019
- "Current Education and Political Issues," Florida School Board Association Meeting, November 28, 2018
- State and Federal Appropriations Presentation "Bringing Home the Bacon," Florida League of Cities, November 15, 2018
- "Executive Branch Insight—Pulling Back the Curtain," Florida Agency of Professional Lobbyist (FAPL) Retreat, September 5-7, 2018
- "Facility Security Projects and Emergency Preparedness," Florida School Board Association Summer Conference, 2018
- "Building the Foundation for Successful Legislative Advocacy," Florida School Board Association Summer Conference, 2018
- "2018 Florida Legislative Review," Miami Session Wrap Up, April 10, 2018
- "In Focus: Session 2018," Pensacola Chamber Gopher Club Breakfast, April 6, 2018
- "Constitution Revision Commission," The Florida Bar's Education Law Committee Meeting, January 19, 2018
- "Constitution Revision Commission," Florida School Board Association Conference, November 29, 2017

## Civic

- Florida Sports Foundation
  - Board of Directors, December 2018

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- Orlando Economic Development Council
  - Political Leadership Institute Class, November 2018

#### E-Lerts & Newsletters

- GrayRobinson Government Relations & Lobbying E-let: First Steps Taken in the DeSantis Education Plan [02/07/19]



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## GRAY ROBINSON

### Dean Cannon

Executive Vice President  
Chair of Government Affairs  
dean.cannon@gray-robinson.com

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**301 East Pine Street  
Suite 1400  
Orlando, Florida 32801  
Phone: 407-843-8660  
Fax: 407-244-5690**



### Experience

A fifth-generation Floridian, Dean Cannon began his career as a lawyer in Orlando, practicing state and local government law since 1995. From the Panhandle to the Keys, he has represented sophisticated clients before local, regional and state government entities. He has also represented cities and counties and quasi-governmental authorities, as well as local governments on issues ranging from electric and wastewater utilities to land-use and administrative law.

Dean served in the Florida House of Representatives from 2004 until 2012. During his eight-year tenure, he played pivotal roles in property tax reform, growth management reform, health care and Medicaid reform, and major transportation infrastructure policy initiatives, among many others. He was selected by his peers to become Speaker of the House for the 2010 to 2012 term and is credited with leading the Florida House effectively during a time of great economic and political challenge.

Dean's legislative and executive branch lobbying experience includes representing private clients and local government entities on issues including transportation, education, health care, insurance and appropriations matters. He has also handled civil litigation, administrative law, and regulatory matters before the Division of Administrative Hearings, and appellate matters before district courts of appeal and the Florida Supreme Court.

### Areas of Practice

- \* Administrative & Regulatory
- \* Government
- \* Election Law
- \* Litigation
- \* Government Affairs & Lobbying

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## Background

Dean served as general counsel to the Orange County Charter Review Commission in 2000 and previously represented the City of Orlando before the Florida Legislature and the executive branch.

Dean lives in Tallahassee with his wife, Ellen, and their three children, Dean III, Katherine and Sarah.

## Education

- **University of Florida, B.S.**, telecommunications management [1989]
  - UF Student Senate, 1987-1988
  - UF Hall of Fame, 1989
- **University of Florida Levin College of Law, J.D.** [1992]
  - Florida Blue Key, Vice President, 1990
  - Student Body President, 1991-1992

## Admissions

- Florida

## Professional Associations & Memberships

- The Florida Bar
- Florida Association of Professional Lobbyists
- Enterprise Florida, Board Member
- Space Florida, Board Member
- Orlando Economic Partnership, Board Member

## Awards & Recognitions

- AV Preeminent™ rated by *Martindale-Hubbell*

## Civic

- Kissimmee/Osceola County Chamber of Commerce
- Leadership Florida, Class 19

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# GRAY ROBINSON

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Government Consultant  
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## Experience

Jessica is a government consultant in GrayRobinson's Tallahassee office, where she has worked for more than a decade. During her career, she has accumulated over 15 years of experience in government relations matters involving the Florida Legislature, the Governor and Cabinet, and state agencies. Jessica began her career in government in 2002, working for a boutique lobbying firm which represented construction and telecommunication industry interests in front of state and local governments. Four years later, she began working for Huey, Guilday, Tucker, Schwartz and Williams, P.A., until the firm's governmental practice group merged with GrayRobinson in 2007.

Jessica has a strong reputation for problem-solving, building relationships, communications, and above all else, teamwork. She is well-versed in the political process and represents a wide variety of clients, ranging from professional associations to multinational corporations. She has advocated for Fortune 500 companies, securing economic development funding and helping develop tax policies favorable to businesses operating in Florida. Her professional experience includes design and construction law, where she has helped pass legislation to not only address industry regulations but also to abrogate judicial interpretations which were detrimental to the industry. Her experience also includes health care, where she has focused on policies relating to laboratory and hospital regulation, Low Income Pool funding, and Intergovernmental Transfers. In addition, Jessica is also familiar with Florida's appropriations process. She has worked to secure millions in the state budget for both operating and Public Education Capital Outlay funding on behalf of numerous state colleges.

*\* Denotes non-attorney professional*

## Areas of Practice

- Government
- Government Affairs & Lobbying

## Background

Although Jessica grew up in historic Apalachicola, Florida, she has called Tallahassee home since moving to the Capital City in 1999. She and her husband Andrew, a 7th generation Floridian, are proud parents to their children: daughter Leighton (9), and son Drew (6).

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## Presentations & Seminars

- \* "2019 Florida Legislative Review," Fort Lauderdale Session Wrap Up, May 22, 2019
- \* "2019 Florida Legislative Review," Miami Session Wrap Up, May 21, 2019
- \* "Understanding Florida's Legislative Process and Committees," Florida Nurses Association 2019 Advocacy Days, March 13, 2019
- \* "2018 Florida Legislative Review," Jacksonville Session Wrap Up, April 18, 2018
- \* "2018 Florida Legislative Review," Tampa Session Wrap Up, March 27, 2018
- \* "Understanding Florida's Legislative Process and Committees," Florida Nurses Association 2018 Advocacy Days, January 17, 2018
- \* "Working and Communicating With Legislators," Florida Nurses Association 2018 Advocacy Days, January 17, 2018
- \* "Legislative Issues 101," Florida Association of the American Institute of Architects 2017 Annual Conference, July 7, 2017
- \* "GrayRobinson's Guide to the 2015 Legislative Session," Webinar, July 8, 2015
- \* "GrayRobinson's Guide to the 2014 Legislative Session," Webinar, July 9, 2014

**SCOPE OF SERVICES**

1. VENDOR shall represent SBBC and the Superintendent of Schools for executive and legislative state lobbying services.
2. VENDOR shall meet with SBBC and Superintendent or designee(s) and confer with respect to state legislative issues regarding The School Board's fiscal and programmatic interests.
3. VENDOR shall participate in the development and promotion of SBBC's state legislative program.
4. VENDOR shall perform and participate in specific legislative tasks as assigned.
5. VENDOR shall establish and maintain positive and working relationships with both executive and legislative branches of the state government to enhance necessary intergovernmental relations beneficial to SBBC.
6. VENDOR shall arrange meetings with appropriate agency officials, State Board of Education members, legislators, and Cabinet officials as requested.
7. VENDOR shall advocate for SBBC's legislative program and legislative priorities.
8. VENDOR shall coordinate representation of SBBC and Superintendent in local and state conferences and meetings related to state legislative and governmental issues as requested by the Superintendent.
9. VENDOR shall perform all routine legislative duties during the pre-session committee meetings and the legislative session.
10. VENDOR shall coordinate legislative activities, duties, and responsibilities with the Superintendent or his designee(s).
11. VENDOR shall provide written reports as may be required by SBBC or the Superintendent or his designee(s).
12. VENDOR shall coordinate efforts with members of the lobbying team to maximize value.
13. VENDOR shall provide adequate staffing for SBBC representation at appropriate committee meetings.
14. VENDOR shall articulate a plan for The School Board's involvement with the Florida School Board Association (FSBA) and Consortium as a part of the overall legislative strategy.

**SCOPE OF SERVICES**

15. VENDOR shall develop an out-of-session plan to engage legislators and advocate SBBC's priorities.
16. VENDOR shall advance SBBC's legislative agenda by participating in or coordinating the following meetings as requested by the Superintendent; additional meetings may be added or deleted.
  - (a) All Pre-Session Legislative Committees;
  - (b) Legislative Committees;
  - (c) Regular and Extended Legislative Sessions;
  - (d) Broward Delegation Meetings;
  - (e) Greater Florida Consortium of School Boards;
  - (f) Florida School Board Association (FSBA);
  - (g) Florida Association of District School Superintendents (FADSS);
  - (h) Florida Education Legislative Liaisons (FELL);
  - (i) Staff and School Board Meetings, as determined by the Superintendent;
  - (j) State Cabinet/Agency Staff Meetings, as needed; and
  - (k) Meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written report of activities and efforts relating to the representation and promotion of SBBC's legislative programs, and any other relevant activities.
17. VENDOR shall participate in team efforts to plan and facilitate The School Board members's involvement in Broward Days and other visits to Tallahassee including:
  - (a) Address with School Board members, staff, and team:
    1. "Hot Topics" for both legislators and School Board members;
    2. "Tips" for the presentation of SBBC's legislative program including talking points; and
    3. "Primer" for new School Board members and staff.
  - (b) Visits with legislators:
    1. Recommend group or individual visits based on School Board member's feedback and legislative preference;
    2. Coordinate appointments for School Board members;
      - a) Set appointments for those requesting an appointment;
      - b) Incorporate appointments by individuals into "master schedule";
    3. Manage logistics (schedule/location changes).
  - (c) Develop an overall strategy to maximize School Board members/staff time impact.
18. VENDOR shall engage legislators when not in session (with particular focus on non-delegation members), and encourage school visitation.

**SCOPE OF SERVICES**

19. VENDOR shall participate in planning and content development for Legislative Education & Action Resource.
20. VENDOR shall participate in School Board Workshop(s) to present and discuss legislative plan.
21. VENDOR shall ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals utilizing knowledge of performance accountability systems.
22. VENDOR shall plan to leverage existing District partnerships to cross-promote common legislative issues.
23. VENDOR shall participate in utilization of performance evaluation instrument.