

FIFTH AMENDMENT TO LOBBYIST SERVICES AGREEMENT

THIS FIFTH AMENDMENT (“Fifth Amendment”) to Lobbyist Services Agreement (the “Agreement”), by and between the **North Broward Hospital District d/b/a Broward Health**, a special taxing district of the State of Florida (“Broward Health”), and **Ballard Partners, Inc.** (“Contractor”) (Broward Health and Contractor each may be referred to as a “Party” and collectively as the “Parties”) takes effect August 3, 2022 (“Fifth Amendment Effective Date”).

RECITALS

WHEREAS, Broward Health and Lobbyist entered into the Agreement effective as of August 3, 2018 (“Term”); and

WHEREAS, Broward Health and Lobbyist entered into a certain First Amendment to Agreement effective as of February 15, 2019 which among other amendments, extended the Agreement up to and through August 2, 2021 (“First Amendment”); and

WHEREAS, Broward Health and Lobbyist entered into a certain Second Amendment to Agreement effective as of August 2020 which among other amendments, extended the Agreement up to and through August 2, 2021 (“Second Amendment”); and

WHEREAS, Broward Health and Lobbyist entered into a certain Third Amendment to Agreement between Broward Health and Lobbyist effective as of November 18, 2020 (“Third Amendment”); and

WHEREAS, Broward Health and Lobbyist entered into a certain Fourth Amendment to Agreement between Broward Health and Lobbyist effective as of August 3, 2021 (“Fourth Amendment”); and

WHEREAS, the Agreement expired on or about August 2, 2022 and thereafter, without extending the term of the Agreement by written instrument, the parties continued to act and perform their respective duties and obligations as if the Agreement was in force and effect. Consequently, the parties acknowledge and agree that the Agreement shall be deemed to have remained in force and effect from the day after its expiration on August 2, 2022.

WHEREAS, the Parties agree to amend the Agreement as set forth herein, and now wish to reduce the terms of their agreement to writing.

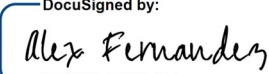
NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS:** For purposes of this Fifth Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS:** The Agreement is hereby amended as follows:
- A. **Article 3: Term**
- Both parties agree to further extend the Agreement for an additional twelve (12) month period commencing on the Fifth Amendment Effective Date on the same terms and conditions as the Agreement, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, subject however to prior termination only as provided in the Agreement.
- IV. **SCRUTINIZED COMPANIES:** Pursuant to § 287.135(2), Fla. Stat., and unless otherwise authorized under state or federal law, by executing this Agreement, Contractor is certifying that Contractor has not been placed on the Scrutinized Companies that Boycott Israel List created pursuant to § 215.4725, Fla. Stat., and that Contractor is not currently engaged in the boycott of Israel, and if the compensation provided to Contractor in the Agreement is in excess of One Million (\$1,000,000.00) Dollars, Contractor certifies that Contractor has not been placed on the Scrutinized Companies with Activities in Sudan List and the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to § 215.473, Fla. Stat., and Contractor is certifying that Contractor has not engaged in any business operations in Cuba or Syria. Contractor understands and agrees that Broward Health may, at its option, terminate this Agreement immediately without cost, penalty or the imposition of damages if: (i) it is found that Contractor has submitted a false certification while submitting a bid or proposal or prior to entering into or renewing the Agreement; (ii) it is found that Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel; or (iii) the Agreement is in excess of One Million (\$1,000,000.00) Dollars and it is found that Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- V. **COUNTERPARTS AND DIGITAL SIGNATURES:** This Fifth Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof. Both Parties agree that this Fifth Amendment and any other document necessary for the consummation of the transaction contemplated by the Agreement may be accepted, executed, and agreed to through the use of a digital signature in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), Florida's Electronic Signature Act of 1996 (§ 668.001, F.S., et seq.), Florida's Uniform Electronic Transactions Act (§ 668.50, F.S.), and any other applicable federal or state law, and any document accepted, executed, or agreed to in conformity with such laws shall be binding and shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. Both Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either Party in conformance with the foregoing laws.
- VI. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Fifth Amendment or the Agreement.
- VII. **NO OTHER CHANGES:** Except as modified by this Fifth Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the Parties in every respect. If the terms and conditions set forth in this Fifth Amendment directly conflict with any provision contained in the Agreement, then this Fifth Amendment shall control.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives have executed and delivered this Fifth Amendment without reservation having read the terms contained herein and intending to bind the Parties, to be effective as of the Fifth Amendment Effective Date.

**NORTH BROWARD HOSPITAL
DISTRICT D/B/A BROWARD HEALTH**

By:  _____
DocuSigned by:
33F25631BF1442F
Alexander Fernandez, SVP/Chief Financial Officer

Date: 10/4/2022

BALLARD PARTNERS, INC.

By:  _____

Name: Brian Ballard

Title: _____

Date: 8/22/2022

FOURTH AMENDMENT TO LOBBYIST SERVICES AGREEMENT

THIS FOURTH AMENDMENT (“Fourth Amendment”) to LOBBYIST SERVICES AGREEMENT (the “Agreement”), by and between the **North Broward Hospital District d/b/a Broward Health**, a special taxing district of the State of Florida (“Broward Health”), and **Ballard Partners, Inc.** (“Lobbyist”) takes effect August 3, 2021 (“Fourth Amendment Effective Date”).

RECITALS

WHEREAS, Broward Health and Lobbyist entered into the Agreement effective as of August 3, 2018 through August 2, 2019 (“Term”); and

WHEREAS, Broward Health and Lobbyist entered into a certain First Amendment to Agreement effective as of February 15, 2019 which, among other amendments, extended the Agreement up to and through August 2, 2020 (“First Amendment”); and

WHEREAS, Broward Health and Lobbyist entered into a certain Second Amendment to Agreement effective as of August 3, 2020 which, among other amendments, extended the Agreement up to and through August 2, 2021 (“Second Amendment”); and

WHEREAS, Broward Health and Lobbyist entered into a certain Third Amendment to Agreement between Broward Health and Lobbyist effective as of November 18, 2020; and

THEREFORE, in consideration 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:

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS:** For purposes of this Fourth Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS:** The Agreement is hereby amended as follows:
 - A. **Article 3: Term**

Both parties agree to further extend the Agreement for an additional twelve (12) month period commencing on the Fourth Amendment Effective Date on the same terms and conditions as the Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment, subject however to prior termination only as provided in the Agreement.

B. Scrutinized Companies: If it is found that the Lobbyist has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or if the compensation provided to Lobbyist in this Agreement is in excess of One Million (\$1,000,000.00) Dollars and it is found that the Lobbyist has submitted any false certifications to Broward Health while submitting a bid or proposal or prior to entering into or renewing this Agreement, or the Lobbyist has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if the Lobbyist has engaged in any business operations in Cuba or Syria, Broward Health may terminate this Agreement immediately without cost, penalty or the imposition of liquidated damages. Lobbyist shall certify in Attachment 1, attached hereto and incorporated herein by reference, that it has not been placed on any of the foregoing lists and is authorized to enter into this Agreement with Broward Health.

C. Attachment 1: Vendor Certification Regarding Scrutinized Companies Lists

Attachment 1, attached hereto and incorporated herein, is hereby added to the Agreement.

IV. COUNTERPARTS: This Fourth Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.

V. ELECTRONIC SIGNATURE: Broward Health and Lobbyist agree that this Fourth Amendment or any other document necessary for the consummation of the transaction contemplated by the Agreement may be accepted, executed, or agreed to through the use of a digital signature in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), Florida's Electronic Signature Act of 1996 (§ 668.001, F.S., et seq.), Florida's Uniform Electronic Transactions Act (§ 668.50, F.S.), and any other applicable federal or state law, and any document accepted, executed, or agreed to in conformity with such laws shall be binding and shall have the same effect as handwritten

signatures for the purposes of validity, enforceability, and admissibility. Both parties hereby consent to the use of any Fourth-party electronic signature capture service providers as may be chosen by either party in conformance with the foregoing laws.

VI. HEADINGS: Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Fourth Amendment or the Agreement.

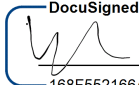
VII. NO OTHER CHANGES: Except as modified by this Fourth Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this Fourth Amendment directly conflict with any provision contained in the Agreement, then this Fourth Amendment shall control.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives have executed and delivered this Fourth Amendment without reservation and having read the terms contained herein to be effective as of the Fourth Amendment Effective Date.

**NORTH BROWARD HOSPITAL
DISTRICT D/B/A BROWARD HEALTH**

BALLARD PARTNERS, INC.

By: _____
Alex Fernandez
SVP and Chief Financial Officer

By:  _____
Name: Brian Ballard

Title: President

Date: _____

Date: 7/26/2021

Attachment 1

Vendor Certification Regarding Scrutinized Companies Lists

Lobbyist's Name: Ballard Partners, Inc. Lobbyist's FEIN: 59-3499504

Lobbyist's Authorized Representative Name and Title: Brian Ballard President

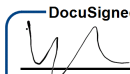
Address: 201 East Park Avenue, 5th Floor

City: Tallahassee State: FL Zip: 32301

Telephone Number: 850-577-0444 Email Address: ballard@ballardpartners.com

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified in the section entitled "Vendor Name" above is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I further hereby certify that the company identified above is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with Broward Health for goods or services of any amount may be terminated at the option of Broward Health if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Broward Health if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

DocuSigned by:


 *Signature of Authorized Representative

Brian Ballard President

 *Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.