



CITY OF PALM BEACH GARDENS
10500 North Military Trail
Palm Beach Gardens, FL 33410

**AGREEMENT
FOR
LOBBYING SERVICES
(ACCESS OTHER CONTRACT)**

AGREEMENT NO. A2018-157CM

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of October, 2018 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (hereinafter referred to as the "City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Ballard Partners, Inc.**, a Florida corporation (hereinafter referred to as the "Consultant"), whose principal address is 201 East Park Avenue, 5th Floor, Tallahassee, Florida 32301.

WHEREAS, on September 6, 2018, the City of Boynton Beach, Florida, extended its existing Contract for Appropriation Lobbyist Services with Ballard Partners, Inc. for one (1) year, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, for several years, the City has had an existing relationship with Ballard Partners, Inc. for Lobbying Services, and the relationship involves certain inherent sensitive information and political strategies; and

WHEREAS, the City deems it in its best interests to extend the relationship with Ballard Partners, Inc. for an additional year; and

WHEREAS, Section 2-294 of the City's Code of Ordinances permits the City to access an agreement awarded to another governmental agency pursuant to a competitive sealed bid.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Consultant and the City agree as follows.

ARTICLE 1. SCOPE OF SERVICES.

The Consultant shall perform certain legislative consulting services on behalf of the City before the Florida Legislature, the executive branch of the Florida Government, and various regional and local governments.

Specifically, the Consultant shall perform the following Services:

- a. No less than once per year meet with the City Manager and Assistant to the City Manager to assist the City in developing a legislative program.
- b. Monitor and report on all State agency programs of interest to the City, including any programs that could be helpful in funding, planning, and operating the City.
- c. Represent the City's interests before the Florida Legislature and any executive branch body, and any other entity that could be of benefit to the City's interests.
- d. Monitor and track all legislation of interest to the City.
- e. Provide timely reports during the Legislative Session and quarterly reports during the non-session months to the City Manager and Assistant to the City Manager on all legislation being tracked. These reports shall be electronically transmitted to the City Manager and Assistant to the City Manager.
- f. Host City officials during the Legislative Session in Tallahassee and arrange all appropriate meetings.
- g. Attend staff meetings, workshops, or City Council meetings in Palm Beach Gardens at the request of the City Manager or Assistant to the City Manager.

ARTICLE 2. PAYMENT.

For the professional services to be rendered under this Agreement, the City shall pay the Consultant an annual fee of Sixty Thousand Dollars (\$60,000), payable in twelve (12) equal monthly installments of Five Thousand Dollars (\$5,000), per the Consultant's Proposal, attached hereto and incorporated herein as Exhibit "B".

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Consultant.

ARTICLE 3. TERM OF AGREEMENT.

The term of this Agreement shall be from October 1, 2018, through September 30, 2019, unless terminated beforehand as provided for in this Agreement. The City's obligation pursuant to this Agreement is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for this Agreement awarded shall result in automatic termination of the Agreement. A non-appropriation event shall not constitute a default or breach of said Agreement by the City.

ARTICLE 4. TERMINATION.

This Agreement may be canceled or terminated by the City, with or without cause, upon providing prior written notice to the Consultant. This Agreement may be canceled or terminated by the Consultant upon thirty (30) days' prior written notice to the City. Upon any such termination, the Consultant waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the Consultant is in breach of this Agreement, the City shall pay the Consultant for all aspects of the Services that have been completed or partially completed, provided such completion or partial completion occurred before the date of termination.

ARTICLE 5. INDEMNIFICATION.

The Consultant recognizes that it is an independent consultant and not an agent or servant of the City. The Consultant shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liabilities, losses, or damages, including attorney's fees and cost of defense that the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners, principals, or subcontractors.

Indemnification shall be limited to claims resulting from the Consultant's negligent acts, omissions, or willful misconduct and shall not include the acts, actions, omissions, or negligence of the City or of a party not indemnified hereunder.

The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, and hold harmless the City or its officers, employees, agents, and instrumentalities as herein provided. This Article shall survive the termination of this Agreement.

ARTICLE 6. INSURANCE.

The Consultant shall not commence any performance pursuant to the terms of this Agreement until certification or proof of insurance has been received and approved by the City's Risk Management Coordinator or designee.

The required insurance coverage must be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance that provide that the City of Palm Beach Gardens shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives that indicate less coverage than is required does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Palm Beach Gardens.

The Consultant must submit a current Certificate of Insurance, naming the City of Palm Beach Gardens as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The Consultant shall provide insurance coverage as follows:

- a. **Workers' Compensation.**
Workers' Compensation Insurance to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The City reserves the right not to accept exemptions to the Workers' Compensation requirements of this Agreement.
- b. **Comprehensive General Liability.**
Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00), and include Products/Completion Liability of One Million Dollars (\$1,000,000.00). Such certificate shall list the City as an additional insured. NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).
- c. **Automobile Liability.**
Automobile Liability Insurance to include owned, non-owned, and hired with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

The Consultant must submit, no later than fifteen (15) days after execution of this Agreement and prior to commencement of any work, a Certificate of Insurance naming the City of Palm Beach Gardens as an additional insured.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

a. Notice Format.

All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, mailed by registered or certified mail (postage prepaid), return receipt requested, or delivered by overnight courier to the following addresses:

As to the City:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Facsimile: (561) 799-4111

With a copy to:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbgfl.com

As to the Consultant:

Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
Tallahassee, Florida 32301
Attn: Mat Forrest
Email: mat@ballardfl.com

b. Entire Agreement.

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. Accordingly, this Agreement may only be modified by mutual written consent of the parties through an amendment, purchase order, or change order, as appropriate.

c. Binding Effect.

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

d. Assignability.

This Agreement may not be assigned without the prior written consent of all parties to this Agreement.

- e. Severability.
If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue.
This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings.
The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- h. Construction.
The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. Attorney's Fees.
It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall bear its own attorney's fees and costs, including appellate fees and costs.
- j. Equal Opportunity.
The City and the Consultant agree that no person shall, on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age, be discriminated against in the performance of this Agreement.

ARTICLE 8. ACCESS AND AUDIT OF RECORDS.

The City reserves the right to require the Consultant to submit to an audit by an auditor of the City's choosing at the Consultant's expense. The Consultant shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this Agreement. The Consultant shall retain all records pertaining to this Agreement and upon request make them available to the City for ten (10) years following expiration of this Agreement. The Consultant agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

ARTICLE 9. OFFICE OF THE INSPECTOR GENERAL.

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

ARTICLE 10. PUBLIC RECORDS.

Pursuant to Chapter 119, *Florida Statutes*, the Consultant shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City of Palm Beach Gardens' custodian of public records, the Consultant shall provide the City of Palm Beach Gardens with a copy of the requested records or allow the 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. The Consultant 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 contract term and following completion of the contract. Upon completion of the contract, the Consultant shall transfer, at no cost, to the City of Palm Beach Gardens all public records in possession of the Consultant or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Consultant transfers all public records to the City of Palm Beach Gardens upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City of Palm Beach Gardens' custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

ARTICLE 11. OTHER FORMS OR DOCUMENTS.

If the City is required by the Consultant to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Consultant's forms or documents.

ARTICLE 12. LICENSES, PERMITS, AND FEES.

The Consultant shall hold all licenses and/or certifications, and comply with all laws, ordinances, regulations, and requirements applicable to the Services required herein. Damages, penalties, and/or fines imposed on the City or the Consultant for failure to obtain and maintain required licenses and or certifications shall be borne by the Consultant.

ARTICLE 13. FORCE MAJEURE.

The City and the Consultant are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Consultant shall not constitute a force majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

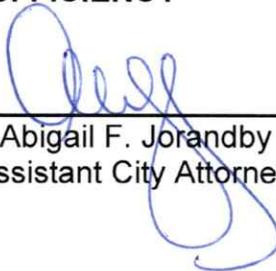
CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Ronald M. Ferris, City Manager

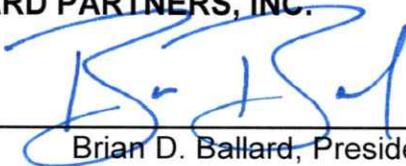
ATTEST:

By: 
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Abigail F. Jorandby
Assistant City Attorney

BALLARD PARTNERS, INC.

By: 
Brian D. Ballard, President

WITNESSES:

By: 
Print Name: Shanna Kaye Crawley

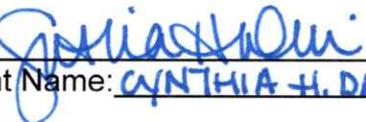
By: 
Print Name: CYNTHIA H. DAVIS

EXHIBIT "A"

The City of Boynton Beach



Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 5, 2018

Brian D. Ballard, President
BALLARD PARTNERS, INC.
403 East Park Avenue
Tallahassee, FL 32301

VIA EMAIL TRANSMITTAL TO: ballard@ballardfl.com

**RE: RENEWAL OF TERM CONTRACT FOR APPROPRIATION LOBBYIST SERVICES,
RFP NO. 071-1210-17/IT**

Dear Mr. Ballard:

The subject Agreement for **APPROPRIATION LOBBYIST SERVICES** will expire on September 30, 2018. This Agreement allows for one (1) additional one-year renewal under the same prices, terms and conditions. The City of Boynton Beach would like to renew this contract with Ballard Partners, Inc. for the one-year renewal term under the same prices, terms and conditions.

Please indicate your response on the following page and return it via email to triestmani@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Ilyse Triestman, Purchasing Manager at (561) 742-6322. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Tim W. Howard".

Tim W. Howard
Assistant City Manager - Administration

cc: Central File
File

The City of Boynton Beach



Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

**RENEWAL OF TERM CONTRACT FOR APPROPRIATION LOBBYIST SERVICES;
RFP NO. 071-1210-17/IT;
CONTRACT RENEWAL TERM: OCTOBER 1, 2018 THRU SEPTEMBER 30, 2019**

Yes, I agree to renew the existing agreement with the same prices, terms and conditions for the renewal period of **OCTOBER 1, 2018 THRU SEPTEMBER 30, 2019.**

No, I do not wish to renew the agreement for the following reason(s): _____

BALLARD PARTNERS, INC.

NAME OF COMPANY



SIGNATURE

Brian D. Ballard

NAME OF REPRESENTATIVE
(Please print)

President

TITLE

September 6, 2018

DATE

850-577-0444

(AREA CODE) TELEPHONE NUMBER

ballard@ballardfl.com

E-MAIL ADDRESS

**AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BALLARD PARTNERS,
INC.
RFP NO. 071-1210-17/IT – APPROPRIATION LOBBYIST SERVICES**

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **BALLARD PARTNERS, INC.**, hereinafter referred to as "FIRM", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION.** The Firm is retained by the City to perform professional services in connection with the **RFP FOR APPROPRIATION LOBBYIST SERVICES; RFP No.: 071-1210-17/IT.**
2. **SCOPE OF SERVICES.** Firm agrees to perform the services, identified in **Section II – Scope of Services** and attached hereto as Exhibit A.
3. **TIME FOR PERFORMANCE.** Work under this agreement shall commence upon written notice by the City to the Professional to proceed. Professional shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.
4. **TERM:** This Agreement shall be for a period of one-year commencing on October 1, 2017. The City of Boynton Beach may extend the contract with the same terms and conditions for three additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.
5. **PAYMENT:** The Firm shall be paid by the Provider/City for completed work and for services rendered under this agreement as follows, not to exceed \$60,000 annually plus expenses.
 - a. The total contract price, as referred to herein, shall be the total amount of payment to Firm for services provided under this agreement for the entire term of the Agreement
 - b. Payment for the work provided by Firm shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to Firm shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or his designee.
 - c. The Firm may submit invoices to the City once per month during the progress of the work for partial payment for project completed to date. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the Firm in the amount approved.
 - d. Final payment of any balance due the Firm of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - f. The Firm's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.
7. **COMPLIANCE WITH LAWS.** Professional shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.
8. **INDEMNIFICATION.** Professional shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Professional's own employees, or damage to property occasioned by a negligent act, omission or failure of the Professional.
9. **INSURANCE.** Successful Offeror shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurances:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during course of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with State Statutory limits, as may be amended from time to time, the "Workers' Compensation Law" of the State of Domicile, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by

disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Professional and the City agree that the Professional is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Professional nor any employee of Professional shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Professional, or any employee of Professional.

11. COVENANT AGAINST CONTINGENT FEES. The Professional warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Professional, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Professional, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. DISCRIMINATION PROHIBITED. The Professional, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Professional shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. TERMINATION.

a. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Professional.

b. In the event of the death of a member, partner or officer of the Professional, or any of its supervisory personnel assigned to the project, the surviving members of the Professional hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Professional and the City, if the City so

chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.
17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Professional shall be sent to the following address:

Brian D. Ballard, President
Ballard Partners, Inc.
403 East Park Avenue
Tallahassee, FL 32301

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Professional and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Professional.
19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**JUDY PYLE, CITY CLERK
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US**

DATED this 17th day of November, 2017.

CITY OF BOYNTON BEACH

Lori LaVerriere
Lori LaVerriere, City Manager

[Signature]
Professional

Attest/Authenticated:

Judy Pyle
Judy Pyle, City Clerk



PRESIDENT
Title



Approved as to Form:

[Signature]
For James A. Cherof, City Attorney

Attest/Authenticated:

[Signature]
Secretary

EXHIBIT A
"SCOPE OF SERVICES"

Section II - SCOPE OF SERVICES:

BACKGROUND

The City of Boynton Beach, Florida, located in Palm Beach County, sits on the Atlantic coastline about 15 miles south of West Palm Beach, 32 miles north of Fort Lauderdale, and 63 miles north of Miami. With a population of approximately 68,000 Boynton Beach is the third (3rd) largest city in Palm Beach County. Boynton Beach's central location provides easy access to several airports, passenger rail, and a multitude of museums, theaters, and outdoor recreational attractions. Boynton's Oceanfront Park Beach offers a variety of swimming, picnicking, and fishing opportunities. Other local attractions include the Schoolhouse Children's Museum, Boynton Beach Mall, Mangrove Nature Park, several intracoastal water front parks including boat and kayak launches, and the only public working Marina in the Palm Beach County. The City is the home to the United Way, the Children's Services of PBC, the Literacy Coalition, and has an independent Community Redevelopment Agency for the revitalization of the downtown area.

The Commission-Manager form of government governs Boynton Beach. Voters elect a mayor and four commissioners who meet twice monthly to set forth City policy. The Commission appoints a City Manager to oversee the day-to-day operations of the City. The Mayor may live anywhere within the City limits, but is required to reside in the City for a least a year before seeking office. Commissioners must live within the district they represent and are elected by the voters within that district. They also are required to live within the district they plan to represent for at least a year before seeking office.

A. SCOPE OF SERVICES

The City of Boynton Beach seeks the services of a qualified firm(s) to assist the City in the following:

1. Acquisition of funds from non-profit organizations and public entities to enhance the City's service delivery. The required services include, but are not limited to, the following:
 - a. Develop a timeline, concentration on both short term and long-term strategies, pertaining to the funding of chosen projects. Work with City staff regarding the political and financial feasibility of funding identified projects and provide advice and assistance on the type of projects that are likely to be successfully funded.
 - b. Work with other organizations (both public and private) to help obtain funding for selected projects, and have the ability to effectively communicate, both orally and in writing, the necessity, benefits, and merits of funding the chosen projects for the City and its residents.
 - c. Meet with members of the local, state and federal legislative delegations and their staffs to discuss the City's needs, overall benefits, and merits of the chosen projects.
2. Advise and advocate for the City on legislative and policy matters. The required services include, but are not limited to, the following:

- a. Provide legislative expertise and consulting services.
- b. Review and monitor on a continuing basis all existing and proposed federal, state and local policies, programs, and legislation affecting the City of Boynton Beach in an efficient and accurate manner. Identify those issues that may affect the City and its residents, and regularly inform the City as to such matters, both orally and in writing.
- c. Prepare materials to be presented to legislators and agencies.
- d. Appear before and provide expert testimony at legislative hearings, as required, to promote, oppose, and seek passage of legislation or rules affecting the City or its citizens.
- e. Maintain excellent work relationships with federal, state and local elected officials and their staffs.
- f. Meet with members of the local, state and federal legislative delegations and their staffs to explain the effects, merits, and consequences of proposed legislation on the City.
- g. Advise the city on proposed and actual changes in laws, especially any changes that would affect the City's ability to collect revenues or would cause undue burdens on the City's resources.
- h. Attend City Council meetings and other scheduled City meetings as requested, with reasonable advance notice.
- i. Complete in a timely fashion, all forms and reports required of lobbyists by the federal government and other relevant local, state and federal jurisdictions.

Services should include but not be limited to:

- Strategy design and implementation;
- Advising and consulting clients on legislative strategies and developing issues.
- Provide research and timely written and oral information.
- Monitor existing and proposed laws and regulations that affect the interests and priorities of the City.
- Proactively recommend and develop legislative positions for proposed laws and regulations that affect the interests and priorities of the City.
- Develop a list of current or predicted legislation to either oppose or support on behalf of the City, as well as funding targets and essential Federal and Florida programs that must be protected.
- Constantly monitor the introduction and progress of proposed laws and regulations and provide analysis on the potential effects for the City.
- Assist in developing the City's stance and contact the relevant Legislators on the City's behalf to ensure they are aware of the City's position on significant legislation.
- Assistance with obtaining appropriations for City projects and/or programs to be determined as part of an annual legislative strategy.
- Propose and develop opportunities that will access funding at the policy making level.
- Arrange meetings for the City elected officials and personnel with legislative members and staff. Provide logistical support and attend those meetings when necessary.

- Representing the City's objectives and review of all pertinent pending legislation and regulations including all committee meetings, hearings and conferences.
- Identifying strategic interest alliances and coordinating interest groups.
- Drafting legislation and amendments to file bills.
- Building and maintaining close relationships and alliances with legislative delegations.
- Engage in advocacy as needed and/or requested, to promote the City's position on priority issues, including appropriate interest groups, the Florida League of Cities, US Conference of Mayors and the National League of Cities.
- Advising on public affairs, consensus building and grassroots advocacy.
- Advising on the impacts of change in relevant laws.
- Assisting in all aspects of developing and executing government business.
- Engaging in other traditional lobbying activities.

Experience should demonstrate:

- Knowledge about the legislative process at the local, state, and federal level;
- Previous public relations/lobbying experience and a network of contacts and policymakers;
- Strong communication skills to reinforce the clients' position on the issues at hand;
- The ability to respond to regulatory inquiries and testifying at public hearings;
- Good judgment and the ability to take the initiative;
- The ability to manage high levels of stress and meet critical deadlines.

B. WORK PRODUCTS REQUIRED

The successful Proposer shall provide the City with, at the minimum, monthly progress reports regarding funding and legislative issues. The subject reports shall inform and advise the City regarding any proposed and/or actual changes in laws, with particular emphasis on changes which might result in "unfunded mandates" or negatively impact the City's "home rule powers". The successful Proposer shall also keep the City informed as to local, state and federal funding progress during the month as is deemed necessary by the City Manager

C. CONFLICT OF INTEREST

The City requires that the Proposers provide professional, objective and impartial advice and at all times hold the city's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. The Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, esuch Proposer shall not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of its Contract if the subject Proposer received this award.

The Proposer, by affixing his/her signature to the Proposal Form, declares that the Proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion, or fraud. By signing the Proposal, the Proposer further declares that no City Commissioner or other City officer, or City employee owns, directly or indirectly, more than five (5) percent of the total assets or capital stock of the Proposer's entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this Contract.

D. TERM

The initial term of the contract shall be for a period of one year commencing on October 1, 2017 and ending on September 30, 2018. The City of Boynton Beach reserves the right to renew the contract with the same terms and conditions for three (3) additional, one-year terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. The City of Boynton Beach reserves the right to extend the contract 90 days beyond the contract expiration date, if needed.

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EXHIBIT "B"

BALLARD | PARTNERS

September 17, 2018

City of Palm Beach Gardens
Attn: Elicia Sanders, Assistant to the City Manager
10500 N. Military Trail
Palm Beach Gardens, FL 33410

Dear Elicia:

On behalf of Ballard Partners, I am pleased to offer to the City of Palm Beach Gardens a renewal of our current consulting agreement for another year at the same terms.

The current agreement expires on September 30, 2018. We propose another year beginning October 1, 2018 at the rate of \$60,000 annually billed in 12 month increments.

It has been a pleasure to represent the City of Palm Beach Gardens and we look forward to many more successful years assisting you.

Sincerely,



Mat Forrest
Partner

TALLAHASSEE

201 East Park Avenue, 5th Floor
Tallahassee, FL 32301
850.577.0444 FAX 850.577.0022

WEST PALM BEACH

1400 Centre Park Boulevard, Suite 1010
West Palm Beach, FL 33401
561.253.3232

JACKSONVILLE

4400 Marsh Landing Parkway, Suite 2
Jacksonville Beach, FL 32250
904.834.2946

MIAMI

2 Alhambra Plaza, Suite 102
Coral Gables, FL 33134
305.456.8479 FAX 786.542.6997

TAMPA

1726 East 7th Avenue, Suites 13-15
Tampa, FL 33605
813.374.6007

ORLANDO

618 E South Street, Suite 500
Orlando, FL 32801
407.803.3878

FORT LAUDERDALE

401 E. Las Olas Boulevard, Suite 1400
Ft. Lauderdale, FL 33301
954.302.5989

WASHINGTON D.C.

601 13th Street NW, Suite 450 N
Washington, DC 20005
202.800.5620 FAX 202.800.5623