AGREEMENT FOR PROFESSIONAL LOBBYING SERVICES

The following is an Agreement between MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and BALLARD PARTNERS, INC., hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR has duly qualified experts in the fields of legislative and executive branch government affairs consulting; and

WHEREAS, in the judgment of the Martin County Board of County Commissioners, it is necessary and desirable to employ the services of CONTRACTOR to assist the County with representation before the Florida State Legislature, the Governor, Cabinet, State agencies, and other public bodies of the State.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

PART I – SPECIAL PROVISIONS

1. **SCOPE OF SERVICES:** CONTRACTOR shall consult and advise, as requested, on all proposed or pending legislation before the Florida Senate and House of Representatives in regular session, special session or committee of the Florida House and Senate, and regulatory or funding matters before the Governor, Cabinet, State agencies, or other public bodies of the State on an "as needed" basis, including but not limited to:
    a. Assisting the development of strategies to deal with the governmental agencies that regulate and fund municipal programs such as infrastructure, transportation, land use, environmental, annexations, and housing programs;
    b. Advocating COUNTY interests during the Florida legislative or regulatory process;
    c. Conferring with the COUNTY in the development of the Legislative Issues Program prior to formal presentation of said Program to the Martin County Legislative Delegation.

2. **REPORTS:** The COUNTY is entitled to be advised as often as the COUNTY sees fit, of the status of work which the CONTRACTOR is performing and in such detail as the COUNTY may specify. All reports prepared or obtained under this Agreement shall be considered works for hire and shall become the property of the COUNTY without restriction or limitation on their use. At the termination of this Agreement, CONTRACTOR shall deliver the COUNTY all papers, surveys, reports and other material to which the COUNTY has exclusive rights by virtue of this Agreement, or of any business done by the CONTRACTOR on behalf of the COUNTY. The CONTRACTOR shall submit at a minimum a weekly written report during the regular session and special session, and a summary of all legislative changes at the end of the regular session and any special session to the COUNTY with respect to actions taken on behalf of the COUNTY.

3. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall not exceed $52,000.00 per year. A monthly invoice in the amount of $4,333.34± shall be submitted by CONTRACTOR with a Summary Report outlining actions taken by the CONSULTANT on behalf of the COUNTY. This payment shall be deemed inclusive of all costs directly attributable to the performance of this work including but not limited to travel, copy costs, long distance charges and thus, no costs may be separately invoiced by CONTRACTOR. The COUNTY shall pay such invoice in accordance with Section 218, Fla. Stat.

4. **KEY PERSONNEL:** CONTRACTOR has represented to COUNTY that BRIAN BALLARD will serve as lead personnel in the performance of CONTRACTOR'S duties hereunder and has relied on that representation as inducement to entering into this Agreement. If BRIAN BALLARD no longer performs the services provided herein, COUNTY shall have the right to terminate this Agreement in accordance with Part II, Section 2 below.

5. **LOBBYIST REGISTRATION:** It is understood and agreed that CONTRACTOR may be required to register on behalf of COUNTY pursuant to state laws and regulations. COUNTY agrees to complete any forms, upon request by CONTRACTOR, as may be necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of CONTRACTOR'S representation of the COUNTY during the term of this Agreement or after its termination should reporting periods overlap.

PART II – GENERAL PROVISIONS

1. **TERM OF AGREEMENT:** Upon execution, this Agreement shall become effective October 1, 2019, and continue through September 30, 2020. The COUNTY shall have the option to extend the Agreement on a month to month basis.

2. **TERMINATION:** Either party may terminate this agreement by giving thirty (30) days written notice of termination to the other party. COUNTY shall only be liable for the monthly invoice up to the termination date.

3. **ASSIGNMENT AND DELEGATION:** This contract may not be assigned by CONTRACTOR without the prior written permission from COUNTY.

4. **STATUS OF CONTRACTOR:** The parties intend the CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent of employee of COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

COUNTY: County Administrator
Martin County
2401 SE Monterey Road
Stuart, FL 34996

CONTRACTOR: Brian D. Ballard, President
Ballard Partners, Inc.
201 E. Park Avenue, 5th Floor
Tallahassee, FL 32301

6. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discriminations in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

7. **CONFLICT OF INTEREST:** CONTRACTOR is aware of the conflict of interest laws of the State of Florida, Chapter 112, Fla. Stat., as well as any applicable federal laws and regulations, and agrees that it will fully comply in all respects with the terms of said laws.

8. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

9. **VENUE:** Any and all legal action necessary to enforce this Agreement will be held in Martin County, Florida.

10. **INSURANCE:** CONTRACTOR will maintain in full force and effect, during the term of this contract, Standard Professional Liability Insurance with limits of not less than one Million Dollars ($1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars ($50,000.00). A Certificate of Insurance, satisfactory to the County, evidencing such coverage and listing County as an additional insured, shall be furnished to the County immediately upon execution hereon and before commencement of Services under this Agreement, with complete copies of the applicable policy to be furnished upon County's request. Such Certificate of Insurance shall provide County with thirty (30) days prior written notice of any cancellation or non-renewal. CONTRACTOR must provide County with a renewal certification thirty (30) days prior the expiration of the current Certificate of Insurance. Failure to provide and maintain Certificates of Insurance, as required herein shall constitute a material breach of the contract.

11. **INDEMNIFICATION:** CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses and/or other causes of actions (excluding attorney's fees) which may arise by virtue of any intentional or negligent act or omission of CONTRACTOR in performance of services.

12. **NON-APPROPRIATION:** The COUNTY'S performance and obligation to pay under this Agreement beyond the current Fiscal Year (October – September) is contingent upon an annual appropriation by the COUNTY.

13. **PUBLIC RECORDS**

13.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

a. Keep and maintain public records required by the County to perform the Agreement.
b. Upon request from the County's custodian of public records, provide the County 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 confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.
d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13.2 **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.**

13.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

14. **SEVERABILITY:** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in

full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. **ENTIRE AGREMENT:** The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

BALLARD PARTNERS, INC.

Brian D. Ballard
President

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

9/23/2019

Taryn Kryzda
County Administrator