



Health Care District
PALM BEACH COUNTY

| DEDICATED TO THE HEALTH OF OUR COMMUNITY |

| www.hcdpbc.org

ID# 1111003627

January 1, 2022

Ballard Partners, Inc.
5th Floor
201 E. Park Ave.
Tallahassee, FL 32301

Re: Consultant Agreement for State Governmental Relations Services

Dear Mr. Ballard:

Please allow this to describe the terms of an agreement concerning services to be rendered by Ballard Partners (hereinafter referred to as “Consultant”) on behalf of the Health Care District of Palm Beach County and its subsidiary entities (collectively referred to as the “Health Care District” or “District”) in the State of Florida.

The following are the terms of our agreement (“Agreement”):

1. ***Term and Termination:*** This agreement for services (“Agreement”) is made between Health Care District and Consultant and is effective beginning January 1, 2022 (“Effective Date”), for an initial term of one (1) year from the Effective Date, at which time it shall auto-renew for successive one (1) year periods unless either party notifies the other in writing of its desire to terminate the Agreement.
 - a. This Agreement herein shall terminate with or without cause (i) upon thirty (30) days’ prior written notice from either party. The termination of this Agreement shall not relieve either party from its obligation under any provisions hereof that contemplate performance subsequent to any termination of this Agreement.
 - b. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the District, as a political subdivision of the State of Florida, is subject to the terms of the Health Care Act and Florida Statutes, and as such, this Agreement (and all Exhibits hereto) is subject to budgeting and appropriation by the District of funds sufficient to pay the costs associated herewith in any fiscal year of the District.
 - c. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the District’s governing board in any fiscal year to pay the costs associated with the District’s obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the District to be, insufficient to pay the costs associated with the District’s obligations hereunder in any fiscal period, then the District will notify Consultant of such occurrence and either the District or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice.



Termination in accordance with the preceding sentence shall be without penalty or expense to the District of any kind.

2. ***Services to be Provided:*** Consultant agrees to provide Health Care District state governmental relations services, as more fully described in Consultant's proposal attached hereto as Exhibit A. In the event Health Care District desires to modify or expand the services to be provided under this Agreement, Health Care District will either execute a written amendment to this Agreement or enter into a new, separate written contract.
3. ***Payment:***
 - a. In consideration of the services set forth in Exhibit A, the Health Care District shall pay Consultant an annual fee in the amount of Forty Nine Thousand Five Hundred Dollars (\$49,500), payable in monthly instalments.
 - b. Consultant will submit monthly invoices for the amount of \$4,125. The Health Care District will render payment to the Consultant within thirty (30) days of receipt of invoice.
4. ***Relationship of Health Care District and Consultant:*** The relationship between Health Care District and Consultant is that of independent Consultant. This Agreement does not create any employer-employee, agency, joint venture, or partnership relationship between Health Care District and Consultant. Consultant shall exercise control over the means and manner of the performance of services under this Agreement. No employee, agent, or assistant of Consultant, or other person participating on Consultant's behalf, shall be considered an employee of Health Care District or entitled to any employment fringe benefits of Health Care District. ACCORDINGLY, NO RIGHTS OR INTERESTS GRANTED HEREIN BY HEALTH CARE DISTRICT SHALL BE DEEMED TO CONFER ANY RIGHTS OF SOVEREIGN IMMUNITY TO CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONSULTANTS, AND REPRESENTATIVES, AND AS SUCH, ALL RIGHTS AND INTERESTS OF SOVEREIGN IMMUNITY SHALL BE STRICTLY LIMITED TO THE HEALTH CARE DISTRICT UNDER THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA.
5. ***Health Care District Representative:*** Consultant shall obtain written approval on significant decisions from Thomas Cleare, Vice President of Strategy.
6. ***Confidentiality:*** Unless otherwise required by law, Consultant will regard and preserve as confidential and proprietary to Health Care District all information, written, oral, or computer based, to which it had access during its performance under this Agreement. Consultant shall take all necessary precautions to ensure that all of its employees, agents, subcontractors and assistants as well as the employees of its agents and subcontractors treat such material and information as confidential and do not divulge such material through



willful actions or negligence. Such confidential and proprietary will be used by Consultant solely in connection with the performance of its services for Health Care District under this Agreement and will not be disclosed to any third party during the term of this Agreement or at any time thereafter without the prior written approval of Health Care District unless otherwise required by law. If Consultant's members include licensed attorneys, Consultant shall also preserve the confidence and secrets of Health Care District consistent with the Code of Professional Responsibility. All such material provided to Consultant remains the property of Health Care District and shall be returned to Health Care District upon demand and shall not be reproduced in any manner except as required for performance of this Agreement or as required by law.

7. **Conflicts of Interest:** As a matter of professional responsibility, Consultant will preserve the confidences and secrets of Health Care District. If Consultant's members include licensed attorneys, Consultant shall avoid conflicts of interest consistent with the requirements of the Code of Professional Responsibility. Consultant agrees not to represent any party who competes with Health Care District in selling to the State an alternative to Health Care District's offering.
8. **Compliance with Laws:** Consultant warrants and represents that it will comply with provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes in its performance of this Agreement, including but not limited to, the timely payment of all taxes (e.g. self-employment, social security, income, sales and other applicable state and federal taxes) and all laws applicable to lobbyists. Consultant will not knowingly employ an unauthorized alien (as defined in subsection (h) (3) of the Immigration Reform and Control Act of 1986 where such alien was hired after November 6, 1986, or where it has come to the Firm's attention that an alien has become an unauthorized alien subsequent to that date. Consultant expressly agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap, and shall during the performance of this Agreement comply with all applicable EEOC regulations.
9. **Assignment:** Consultant shall not assign or subcontract this Agreement or any of its duties or obligations hereunder without the prior written consent of Health Care District. Subject to the provisions in the preceding sentence, this Agreement shall be binding upon the heirs, successors, and assigns of the parties.
10. **Notices:** Any notices pursuant to this Agreement shall be in writing and shall be sent to the parties at the following address or at such other addresses as shall be specified by the parties by like notice:

If to Consultant:	Brian D. Ballard President Ballard Partners, Inc. 5 th Floor, 201 E. Park Ave. Tallahassee, FL 32301
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If to Health Care District: Darcy J. Davis
Chief Executive Officer
Health Care District of Palm Beach County
1515 N. Flagler Drive, Suite 101
West Palm Beach FL, 33401

With a copy to: Bernabe A. Icaza, Esq.
General Counsel
Health Care District of Palm Beach County
1515 N. Flagler Drive, Suite 101
West Palm Beach FL, 33401

Such notices or other communications shall be deemed to have been duly given and received: (i) on the day of sending if sent by personal delivery, cable, telegram, facsimile transmission or telex, or (ii) on the next business day after the day of sending if sent by Federal Express or other similar express delivery services, or (iii) on the fifth calendar day after the day of sending if sent by registered or certified mail (return receipt requested).

11. Enforcement: All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. In addition to any rights or remedies available at law or in equity for breach of this Agreement, the non-breaching party will be entitled to enforcement of the other's obligations by injunction.

12. Liability: Consultant agrees to indemnify, defend and hold the Health Care District, its Commissioners, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, as a result of any gross negligence or willful misconduct on the part of Consultant or any officer, director, employee, agent, independent Consultant and representative of Consultant. Without waiving any rights to sovereign immunity, and subject to the limitations of and to the extent permitted by Section 768.28, Florida Statutes, the Health Care District agrees to be responsible for its negligent acts.

13. Public Entity Crimes and Scrutinized Companies:

- a. As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, Contractor certifies that it, its affiliates, suppliers, sub-contractors and any other contractors who will perform



hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

- b. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Contract, the Contractor certifies that it is not participating in a boycott of Israel. The District and Contractor agree that the District will have the right to immediately terminate this Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

14. *Sovereign Immunity:* This Agreement shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the Health Care District of Palm Beach County under the laws and Constitution of the State of Florida.

15. *Palm Beach County Health Care Act:* Consultant acknowledges that the Health Care District is an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (Chapter 2003-326, Laws of Fla.) and other laws of the State of Florida and the United States of America now or hereafter enacted, as the same may be modified or amended from time to time. If any part of this Agreement, or any obligations of Consultant or the Health Care District hereunder are contrary to, prohibited by or deemed invalid under the Palm Beach County Health Care Act or any other applicable law or regulation of the State of Florida or the United States of America, such provision or obligation shall be inapplicable and be 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.

16. *Miscellaneous:* The provisions of this Agreement shall be severable, and if any provisions shall be held unenforceable, the remaining provisions shall remain in full force and effect. The rights and obligations of Sections 7, 9, 11, and 12 shall survive the expiration or termination of this Agreement. Failure of a party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter. This Agreement constitutes the entire agreement between the parties and may be changed only by written amendment signed by both parties. Each party, by executing this Agreement, represents and warrants that all necessary corporate or other authority to execute the Agreement has been obtained and that the person signing the Agreement is authorized to do so and thereby bind that party.

17. *Public Records:* The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the District as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the District to perform the services.



- b. Upon request from the District's custodian of public records or designee, provide the District 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.
- 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 this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service. If the Consultant transfers all public records to the District upon completion of the Agreement, 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 District, upon request from the District's custodian of public records or designee, in a format that is compatible with the information technology systems of the District.
- e. **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 OR DESIGNEE AT HEALTH CARE DISTRICT OF PALM BEACH COUNTY, ATTN: SANDRA AGBI AT (561) 804-5781, SAGBI@HCDPBC.ORG, 2601 10TH AVENUE NORTH, SUITE 100, PALM SPRINGS, FL 33461.**

[signatures on the following page]



I look forward to working with you on this coming year. Please confirm that you have received and agree to abide by the terms and conditions of this Agreement by returning a signed copy of this letter to me within five (5) days of receipt of this letter.

Very truly yours,

DocuSigned by:
Darcy J. Davis
77A3B53589A1477...
Darcy J. Davis
Chief Executive Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: ^{DocuSigned by:} *Bernabe A. Icaza*
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Bernabe A. Icaza, Esq.
General Counsel

We have agreed to be governed by the above-referenced terms and conditions in our representation of the Health Care District of Palm Beach County and its affiliates.

By: *Brian D. Ballard*

Date: 12/21/2021

Brian D. Ballard
Ballard Partners, Inc.



EXHIBIT A

Services to be Provided

Consultant agrees to provide Health Care District state government relations services. Once retained, Consultant's team will work with the Health Care District to identify and review all areas of concern, and establish the goals and priorities of the Health Care District. Consultant will then develop an overall strategy to address those concerns and compile the necessary supporting information. Beyond a list of identified action items, the team will also track, monitor and report on all the bills that are being filed that may have an impact on the Health Care District.

It is critical to involve all members of the Palm Beach County Legislative Delegation in the plans, priorities and desired outcomes of the session. Once the Health Care District goals are established, Consultant will meet with all members of the delegation to optimize the working relationships Consultant has created to communicate the needs of the Health Care District.

Consultant will work with the Health Care District to tailor suitable reporting styles and schedules for progress reports. During legislative committee weeks Consultant typically communicates and reports on a weekly basis. During session, communication with the team's lead will occur on an as-needed, often daily, basis.

Consultant has also found that in-person updates to support written reports are essential. Consultant's West Palm Beach staff travels back and forth to Tallahassee on a weekly basis during the Legislative Session which generally makes them available for meetings in Palm Beach County on a weekly basis. This would easily include brief meetings with District staff and official presentations to the Health Care District Board at least twice a year or as needed.