

TOWN OF LANTANA

AGREEMENT FOR LOBBYING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 22 day of May, 2023 (the “effective date”) by and between the **Town of Lantana**, a Florida municipal corporation (the “Town”), located at 500 Greynolds Circle, Lantana, Florida 33462, and **Ballard Partners, Inc.**, a Florida corporation (the “Consultant”), with a principal address of 201 E. Park Avenue, 5th Floor, Tallahassee, Florida 32301.

WHEREAS, for several years, the Town 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, pursuant to Section 7.5-30 of the Town Code of Ordinances, the procurement of lobbying services is exempt from the competitive process as such services require special skills, ability, and expertise; and

WHEREAS, the Town deems it in its best interests to continue its strategic relationship with Ballard Partners, Inc. for an additional year.

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

ARTICLE 1. SCOPE OF SERVICES.

The Consultant shall perform certain legislative consulting services on behalf of the Town 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 Town Manager to assist the Town in developing a strategic legislative program.
- B. Monitor and report on all state agency programs of interest to the Town, including any programs that could assist with the funding, planning, and operations of the Town.
- C. Represent the Town’s interests before the Florida Legislature and any executive branch body, including other agencies of the state, and any other entity where such representation could be of benefit to the Town.
- D. Monitor and track all legislation of interest to the Town.

- E. Provide timely reports during the Legislative Session and quarterly reports during the non-session months to the Town Manager on all legislation being tracked. These reports shall be electronically transmitted to the Town Manager.
- F. Host Town officials during the Legislative Session in Tallahassee, and arrange all appropriate meetings.
- G. Attend staff meetings, workshops, or Town Council meetings in Lantana at the request of the Town Manager.

ARTICLE 2. PAYMENT.

For the professional services to be rendered under this Agreement, the Town 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 "A."

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, 2023, through September 30, 2024, unless terminated beforehand as provided for in this Agreement. This Agreement may be extended or renewed by mutual agreement of the parties. Specific authority to amend, extend, and/or renew this Agreement is specifically delegated to the Town Manager.

The Town'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 Town.

ARTICLE 4. TERMINATION.

This Agreement may be canceled or terminated by the Town, with or without cause, upon providing written prior notice to the Consultant. This Agreement may be canceled or terminated by the Consultant upon thirty (30) days' prior written notice to the Town. 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 Town 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 Town. The Consultant shall indemnify, defend, and hold harmless the Town 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 Town 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 Town 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 Town 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 Town'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 Town of Lantana 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 Town 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 Town of Lantana.

The Consultant must submit a current Certificate of Insurance naming the Town of Lantana as an additional insured and listed as such on the insurance certificate. New Certificates of Insurance are to be provided to the Town upon expiration.

The Consultant shall provide insurance coverage as follows:

- A. **Workers' Compensation.**
Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The Town 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). Personal Injury and Advertising Liability coverage.

Such certificate shall list the Town 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. **Professional Liability (Errors and Omissions) Insurance – One Million Dollars (\$1,000,000.00).**

- D. **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 Town of Lantana 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, or sent by overnight delivery service to the following addresses:

As to the Town:

Town of Lantana
500 Greynolds Circle
Lantana, Florida 33462
Attn: Town Manager
Email: braducci@lantana.org

With a copy to:

Town of Lantana
500 S. Australian Ave., Ste. 531
West Palm Beach, Florida 33401
Attn: Town Attorney
Email: max@lohmanlawgroup.com

As to the Consultant:

Ballard Partners, Inc.
201 E. 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 conflict of laws 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 and Costs.
It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- J. Equal Opportunity.
The Town and the Consultant agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 8. ACCESS AND AUDIT OF RECORDS.

The Town reserves the right to require the Consultant to submit to an audit by an auditor of the Town'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 Town 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 Town 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 Town 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 Town 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 Town of Lantana in order to perform the service. Upon request from the Town of Lantana' custodian of public records, the Consultant shall provide the Town of Lantana 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 Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Consultant shall transfer at no cost to the Town of Lantana all public records in possession of the Consultant or keep and maintain public records required by the Town of Lantana in order to perform the service. If the Consultant transfers all public records to the Town of Lantana upon completion of this 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 this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town of Lantana, upon request from the Town of Lantana' custodian of public records, in a format that is compatible with the information technology systems of the Town of Lantana.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE TOWN CLERK LOCATED AT 500 GREYNOLDS CIRCLE, LANTANA, FLORIDA 33462, PHONE NUMBER (561) 540-5016, EMAIL ADDRESS: KDOMINGUEZ@LANTANA.ORG.

ARTICLE 11. SUPERIORITY OF OTHER FORMS OR DOCUMENTS.

If the Town 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. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 12. FORCE MAJEURE.

The Town 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,

strike or other labor dispute, natural disaster, pandemic, 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 Town 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.

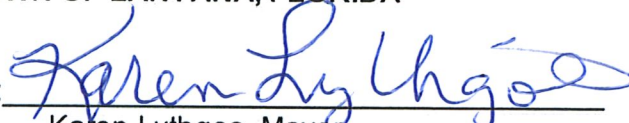
ARTICLE 13. COMPLIANCE AND CONDUCT

The Consultant shall at all times comply with all rules, regulations, and ordinances of the Town and other governmental agencies having jurisdiction. The Consultant shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

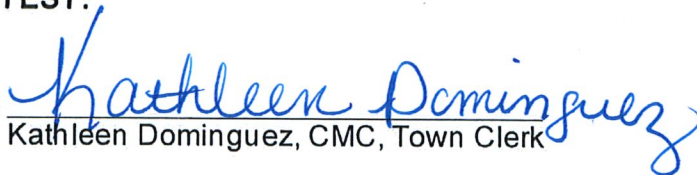
By entering into this Agreement, the Consultant is obligated to comply with the provisions of Section 448.095, *Florida Statutes*, "Employment Eligibility." This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an alien unauthorized to work in the United States of America. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

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

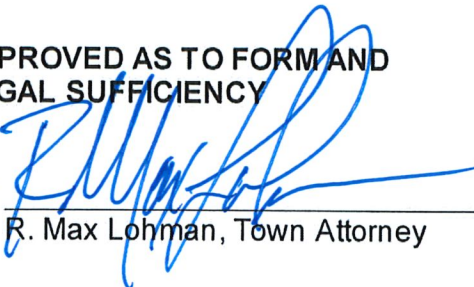
TOWN OF LANTANA, FLORIDA

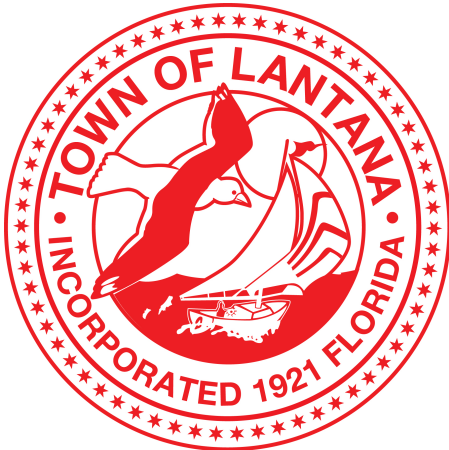
By: 
Karen Lythgoe, Mayor

ATTEST:

By: 
Kathleen Dominguez, CMC, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
R. Max Lohman, Town Attorney



BALLARD PARTNERS, INC.

By: 
Brian D. Ballard, President

EXHIBIT "A"