



**PROFESSIONAL SERVICES AGREEMENT FOR
APPROPRIATION LOBBYIST SERVICES**

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", **BALLARD PARTNERS, INC.** a corporation authorized to do business in the State of Florida, with a business address of 201 East Park Avenue, 5th Floor, Tallahassee FL 34301, hereinafter referred to as "CONSULTANT". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

WHEREAS, the CITY determined that CONSULTANT is qualified for appointment to perform the scope of services set forth in Exhibit A; and

WHEREAS, the City Commission on October 5, 2021, determined that CONSULTANT is qualified for appointment to perform the scope of services; and

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

ARTICLE 1 - SERVICES

- 1.1 CONSULTANT hereby agrees to perform the Appropriation Lobbyist services, as more particularly described in the scope of services, attached hereto as Exhibit "A" and by this reference made a part hereof.
- 1.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.
- 1.3 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.
- 1.4 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same

or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

1.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.6 The CITY's Representative during the performance of this Agreement shall be:

Mara Frederiksen
Director of Financial Services
100 East Ocean Avenue
Boynton Beach, FL 33435
561-742-6312
FrederiksenM@bbfl.us

1.7 The CONSULTANT'S Representative during the performance of the Agreement shall be:

Mat Forrest
Ballard Partners, Inc.
201 East Park Avenue, 5th Floor,
Tallahassee FL 34301
561-253-3232
Mat@ballardpartners.com

ARTICLE 2 - TERM

2.1 The initial Agreement period shall be for an initial term of five (5) years, commencing on October 1, 2021. The CITY reserves the right to renew the Agreement for two (2) additional one (1) year periods, under the same terms, conditions. The services to be performed during the initial five (5) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Consultant.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY's discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Agreement shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of a purchase order. CONSULTANT shall perform all services and provide all work products required pursuant to this Agreement within the time period set forth herein unless otherwise agreed to in the purchase order.

ARTICLE 4 - PAYMENT

4.1 The CONSULTANT shall be paid \$60,000 plus expenses annually by the CITY for completed work and for services rendered under this agreement as follows:

- A. Payment for the work provided by the CONSULTANT shall be made promptly on all invoices submitted to the CITY properly.
- B. The CONSULTANT may submit invoices to the CITY during the progress of the contract term. Invoices shall include information such as the date(s) of service, type of service(s) performed, length of time spent, the level/status of the employee performing the task if relevant, all applicable fees and costs, an adequate description for all fees and costs, and any other information reasonably required by CITY. Such invoices will be reviewed by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.
- C. Final payment of any balance due to the CONSULTANT of the total 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.
- D. The 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.
- E. The Professional'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.
- F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

- 5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications, and other materials produced by the CONSULTANT 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. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

- 6.1 This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

- 7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. CONSULTANT's services shall meet a standard of care for [service description]. In

submitting its response to the RFP, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

- 8.1 CONSULTANT shall, in performing the services contemplated by this Service 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.

ARTICLE 9 - INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which 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 and resulting from the performance of this Agreement by the CONSULTANT, its employees, agents, partners, principals or subcontractors. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.
- 9.2 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.
- 9.3 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

ARTICLE 10 - INSURANCE

- 10.1 During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Director of Human Resources and Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

A. **Worker's Compensation Insurance:** The CONSULTANT shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance.

The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

- B. **Comprehensive General Liability:** The CONSULTANT shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. CONSULTANT shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury/ and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.
 - C. **Business Automobile Liability:** The CONSULTANT shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The CONSULTANT shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
 - D. **Professional Liability (Errors and Omissions) Insurance:** The CONSULTANT shall procure and maintain for the life of this Agreement in the minimum amount of \$1,000,000 per occurrence.
 - E. **Umbrella/Excess Liability Insurance** in the amount of \$1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.
- 10.2 CONSULTANT shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.
- 10.3 The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.
- 10.4 The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and Risk Management. The CITY reserves the right to review, modify, reject, or accept any required

policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

ARTICLE 11 - INDEPENDENT CONSULTANT

- 11.1 CONSULTANT is an independent CONSULTANT 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 CONSULTANT nor any employee of CONSULTANT 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 CONSULTANT, or any employee of CONSULTANT.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

- 12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a *bonafide* employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a *bonafide* employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement 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.

ARTICLE 13 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 13.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.
- 13.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

- 14.1 The CONSULTANT, 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.

ARTICLE 15 - ASSIGNMENT

- 15.1 The CONSULTANT shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

- 16.1 A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 - TERMINATION

- 17.1 **Termination for Convenience:** This Agreement may be terminated by the CITY for convenience, upon fourteen (14) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Agreement or causes it to be terminated, the CONSULTANT shall indemnify the CITY against loss pertaining to this termination.
- 17.2 **Termination for Cause:** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONSULTANT neglect or failure to perform or observe any of the terms, provisions, conditions, or requirements herein contained if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure.

ARTICLE 18 - DISPUTES

- 18.1 Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction located in Palm Beach County.
- 18.2 **Correction of Work.** If in the judgment of CITY, work provided by CONSULTANT does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.
- 18.3 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.
- A. Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.
 - B. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the

equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT together with the costs incident thereto to such default.

- C. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.
- D. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 19 – UNCONTROLLABLE FORCES

- 19.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to a pandemic, epidemic, acts of God, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 19.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from the performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing the continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

City of Boynton Beach
Attn: Lori LaVerriere, City Manager
100 E. Ocean Avenue
Boynton Beach, FL 33435

Notices to CONSULTANT shall be sent to the following address:

Ballard Partners, Inc.
ADDRESS: 201 East Park Avenue, 5 th Floor
CITY/STATE/ZIP: Tallahassee FL 34301
Attn: Mat Forrest
Tel: 561-253-3232

ARTICLE 21 - INTEGRATED AGREEMENT

- 21.1 This Agreement, together with any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT 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 CONSULTANT.

ARTICLE 22 - MISCELLANEOUS

- 22.1 In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth hereinabove.
- 22.2 It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.
- 22.3 This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation, and the CONSULTANT's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal.
- 22.4 This Agreement will take effect once signed by both parties. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 23 - PUBLIC RECORDS

- 23.1 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 Section 119.07, Florida Statutes.
- 23.2 The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT 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,

CONSULTANT shall maintain in a secured manner all copies of such confidential and exempt records remaining in its possession once the CONSULTANT transfers the records in its possession to the CITY; and

- D. Upon completion of the contract, Consultant shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT'S possession. All records stored electronically by CONSULTANT 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.

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:

**CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6061
GIBSONC@BBFL.US**

ARTICLE 24 – SCRUTINIZED COMPANIES

- 24.1 By execution of this Agreement, CONSULTANT certifies that it is not participating in a boycott of Israel. CONSULTANT further certifies that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has it engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to the CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the CONSULTANT does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ARTICLE 25 – E-VERIFY

- 25.1 CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described hereinbelow.
- 25.2 Definitions for this Section:

- A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.
- C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

25.3 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year written below.

DATED this 15th day of October, 2021.

CITY OF BOYNTON BEACH

Lori LaVerriere

Lori LaVerriere, City Manager
Attest/Authenticated:

BALLARD PARTNERS, INC

[Signature]

Signature / Name

President

Title

Crystal A. Sibson
City Clerk



(Corporate Seal)



Approved as to Form:

Carl Beltek for
James A. Cherof, City Attorney

Attest/Authenticated:

Carol L. Maury
Witness

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

TYPE (Occurrence Based Only) MINIMUM LIMITS REQUIRED

General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Asbestos Abatement	Each Occurrence	\$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	\$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	\$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate	\$1,000,000.00
Automobile Liability	Combined Single Limit	\$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	\$ 1,000,000.00
	Disease, Policy Limit	\$ 1,000,000.00
	Disease Each Employee	\$ 1,000,000.00
Property:		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM Revised 04/2021

EXHIBIT A

Scope of Work

SCOPE OF SERVICES

BACKGROUND

Known as "America's Gateway to the Gulfstream," Boynton Beach is a full-service municipality located in the heart of southeast Florida, in the center of Palm Beach County, consisting of 16.5 square miles that include four miles of the Intracoastal Waterway. Our coastal community has an estimated population of 78,050 residents and has experienced a positive growth rate since 2008 and has grown 8.5% since 2010.

Due to its location and year-round tropical climate, Boynton Beach possesses many natural assets that set the stage for numerous leisure, recreation, and active lifestyle pursuits. The City of Boynton Beach invests a great deal of resources to ensure that residents and visitors have access to its 253 acres of municipal parks, beaches, and natural conservation lands.

The City has direct access to the Florida Turnpike via Boynton Beach Boulevard and three I-95 exits and lies within close proximity to Palm Beach International Airport (14 miles) and Fort Lauderdale/Hollywood International Airport (37 miles). The closest seaports are Port of Palm Beach (21 miles) and Port Everglades (36 miles). The Tri-Rail commuter train makes a stop in the City that connects the rider to Palm Beach, Broward, and Miami-Dade Counties.

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 at 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.

SCOPE OF SERVICES

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, and state legislative delegations and their staff 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, 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 state, and local elected officials and their staff.
- f. Meet with members of the local, and state legislative delegations and their staff 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 government and other relevant local, and state 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 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's 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, the 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.

WORK PRODUCTS REQUIRED

The Firm 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 Firm shall also keep the City informed as to local, and state funding progress during the month as is deemed necessary by the City Manager

TERM

The initial term of the contract shall be for a period of five (5) years commencing on October 1, 2021, and ending on September 30, 2026. The City of Boynton Beach reserves the right to renew the contract with the same terms and conditions for two (2) 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.