

PROFESSIONAL SERVICES AGREEMENT
By and Between
The City of Miami, Florida
And
CONSULTANT

This Professional Services Agreement ("Agreement") is entered into this 1st day of March, 2021 by and between the City of Miami, a municipal corporation of the State of Florida, whose address is 444 S.W. 2nd Avenue, 10th Floor, Miami, Florida 33130 ("City"), and, Ballard Partners, Inc. a Florida profit corporation, whose principal address is 201 East Park Avenue, 5th Floor, Tallahassee, FL 32301, hereinafter referred to as the ("Consultant").

RECITALS:

WHEREAS, the City of Miami issued Request for Qualifications No. 1243393, on September 25, 2020, the "RFQ" attached hereto, incorporated hereby, and made a part of as Exhibit A, to establish a prequalified pool ("Pool") of Consultants for the provision of State Lobbying Services, ("Services") as more fully set forth in the scope of work "Scope" attached hereto as Exhibit B, for the City of Miami's Procurement Department, and Consultant's proposal ("Proposal"), attached hereto, incorporated hereby, and made part hereof as Exhibit C, in response thereto, has been selected as the most qualified proposal for the provision of the Services.

WHEREAS, the Review Team appointed by the City Manager determined that the Proposal submitted by the Consultant was responsive to the RFQ requirements, and recommended that the City Manager approve of the inclusion of the Consultant into the Pool; and

WHEREAS, the Consultant has offered to participate in the City's State Lobbying Services Pool for the purpose of providing state lobbying services to the City, that shall conform to the Scope of Services (Exhibit B), the City's RFQ No. 1243393, and all associated addenda and

attachments, incorporated herein by reference, and Work Assignments issued as a result of this Agreement, and the requirements of this Agreement; and

WHEREAS, the City wishes to engage the Services of the Consultant, and Consultant wishes to perform Services for the City; and

WHEREAS, the City and the Consultant desire to enter into this Agreement under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Consultant and the City agree as follows:

TERMS:

1. RECITALS AND INCORPORATIONS; DEFINITIONS:

The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. The City's RFQ is hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit "A". The Services and Scope of Work are hereby incorporated into and made a part of this Agreement and attached as Exhibit "B". The Consultant's Proposal, dated October 19, 2020 in response to RFQ 1243393, is hereby incorporated into and made a part of this Agreement as attached Exhibit "C". The Consultant's Insurance Certificate is hereby incorporated into and made a part of this Agreement as attached Exhibit "D". The order of precedence whenever there is conflicting or inconsistent language between documents is as follows in descending order of priority: (1) Professional Services Agreement ("PSA") (2) Addenda/Addendum to the RFQ, if any; (3) RFQ; and (4) Consultant's Proposal, dated October 19, 2020 acknowledging scope of services and pricing component of services and, response to the Request for Qualifications.

2. TERM:

The Agreement shall become effective on the date on the first page, and shall be for the duration of nine (9) years: Initial term of five (5) years with an option to renew for two (2) additional two (2) year periods. The City, acting by and through its City Manager, shall have the option to extend or terminate the Agreement for convenience, that is, for any or no cause.

3. SCOPE OF SERVICES:

A. Consultant agrees to provide the Services as specifically described, and under the special terms and conditions set forth in Exhibits "A" and "B" hereto, which by this reference is incorporated into and made a part of this Agreement.

B. Consultant represents to the City that: (i) Consultant possesses all qualifications, licenses, certificates, authorizations, and expertise required for the performance of the Services, including but not limited to full qualification to do business in Florida, and meet all requirements of section 468.385, et seq., Florida Statutes; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permits, fees, occupational licenses, etc., nor in the performance of any obligations or payment of any monies to the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each and possess the licenses, registrations, and certifications required by law to perform such tasks; (iv) the Services will be performed in the manner described in Exhibit "A"; and (v) each person executing this Agreement on behalf of Consultant has been duly authorized to so execute the same and fully bind Consultant as a party to this Agreement.

C. Consultant shall always provide fully qualified, competent, and physically capable employees to perform the Services under this Agreement. Consultant shall possess and maintain any required licenses, permits and certifications to perform the Services under this Agreement.

4. **COMPENSATION:**

A. Consultant, as its sole compensation for the Services provided, shall receive compensation as negotiated prior to the issuance of each Work Order.

5. **OWNERSHIP OF DOCUMENTS:**

Consultant understands and agrees that any information, document, report, data or other digital record, or any other material whatsoever which is given by the City to Consultant, its employees, or any subconsultant, or which is otherwise obtained or prepared by Consultant solely and exclusively for the City pursuant to or under the terms of this Agreement, is and shall always remain the property of the City. Consultant agrees not to use any such information, document, report, data, or material for any other purpose whatsoever without the written consent of the City Manager, which may be withheld or conditioned by the City Manager in his/her sole discretion. Consultant is permitted to make and to maintain duplicate copies of the files, records, documents, etc. if Consultant determines copies of such records are necessary after the termination of this Agreement; however, in no way shall the confidentiality as permitted by applicable laws be breached. The City shall maintain and retain ownership of any and all documents which result upon the completion of the work and Services under this Agreement as per the terms of this Section 5.

6. **AUDIT AND INSPECTION RIGHTS AND RECORDS RETENTION:**

A. Consultant agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcripts. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Consultant under this Agreement, audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Consultant which are related to

Consultant's performance under this Agreement. Consultant agrees to maintain all such books, documents, papers, and records at its principal place of business in Miami-Dade County, or its local office in Miami-Dade County or to otherwise make them available in Miami-Dade County for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed. Consultant's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this Agreement by the City.

B. The City may, at reasonable times during the term hereof, inspect the Consultant's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods or services required to be provided by Consultant under this Agreement conform to the terms hereof. Consultant shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All audits, tests and inspections shall be subject to, and made in accordance with, the provisions of Sections 18-100, 18-101, and 18-102 of the Code of the City of Miami, Florida ("City Code"), which Sections apply to this Agreement, as same may be amended or supplemented, from time to time.

7. **AWARD OF AGREEMENT:**

Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. **PUBLIC RECORDS:**

A. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City Agreements, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable laws. Consultant's failure or refusal to comply

with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

B. Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) 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, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the City; (4) upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service, if the Consultant transfers all public records to the City 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records, all records stored electronically 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. Notwithstanding the foregoing, Consultant shall be permitted to retain any public records that make up part of its work product solely as required for archival purposes, as required by law, or to evidence compliance with the terms of the Agreement.

C. Should Consultant determine to dispute any public access provision required by Florida Statutes, then Consultant shall do so at its own expense and at no cost to 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 THE CONTRACT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FLOOR, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Consultant understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Consultant agree to comply with and observe all such applicable federal, state and local laws, rules, regulations, codes, and ordinances, as they may be amended from time to time.

Consultant further agrees to include in all of Consultant's agreements with subconsultants for any Services related to this Agreement this provision requiring subconsultants to comply with and observe all applicable federal, state, and local laws rules, regulations, codes, and ordinances, as they may be amended from time to time. Local laws in accordance with this Section shall mean the applicable laws of the City of Miami, and Miami-Dade County.

10. INDEMNIFICATION:

Consultant shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement. Consultant shall further indemnify, defend (at its own cost), and hold the City, its officers, agents, directors, and employees harmless against any civil actions, statutory or similar

claims, injuries or damages arising or resulting from the Services, even if it is alleged that the City, its officers, agents, directors, and employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, Consultant(s) shall, upon written notice from the City, resist and defend (at its own cost) such action or proceeding by counsel satisfactory to the City. Consultant(s) expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Consultant(s) shall in no way limit the responsibility to indemnify, defend and save the City, its officers, agents, directors, and employees harmless as herein provided.

In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Consultant shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. 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, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Consultant to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Consultant, or persons employed or utilized by Consultant.

These duties will survive the cancellation or expiration of the Agreement. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Consultant shall require all sub-consultant agreements to include a provision that each sub-consultant shall indemnify the City in substantially the same language as this Section. The

Consultant agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Consultant in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Consultant or other acts of the Consultant, the City, in no way, assumes or shares any responsibility or liability of the Consultant or sub-consultant under this Agreement.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Consultant.

11. DEFAULT:

If Consultant fails to comply with any term or condition of this Agreement or fails to perform in any material way any of its obligations hereunder, and fails to cure such failure after reasonable notice from the City, then Consultant shall be in default. Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligation(s) accruing prior to the effective date of termination. Should Consultant be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Consultant shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the Services, including consequential and incidental damages. Upon the occurrence of a default hereunder the City, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to Consultant while Consultant was in default shall be immediately returned to the City.

If the City fails to comply with any term or condition of this Agreement, or fails to perform in any material way any of its obligations hereunder, and fails to cure such failure after reasonable

notice from Consultant, the City shall be in default, which shall be treated as a termination pursuant to Section 13.

12. RESOLUTION OF AGREEMENT DISPUTES:

Consultant understands and agrees that all disputes between Consultant and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Consultant being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty-Five Thousand Dollars and No/Cents (\$25,000.00), the City Manager's decision shall be approved or disapproved, as applicable, by the City Commission, whose decision shall be final. Consultant shall not be entitled to seek judicial relief, recourse, remedy or to file a civil action unless: (i) it has first received City Manager's written decision, approved or disapproved, as applicable, by the City Commission if the amount of compensation hereunder exceeds Twenty-Five Thousand Dollars and No/Cents (\$25,000.00), or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation, one hundred twenty (120) days if City Manager's decision is subject to City Commission approval); or (iii) City has waived compliance with the procedure set forth in this section by a written instrument clearly waiving compliance, signed by the City Manager. In no event may the amount of compensation under this Section exceed the total compensation set forth in Section 4 (A) of this Agreement. The adherence to this Section is the condition precedent to the institution of any civil action by the Consultant against the City.

13. TERMINATION; OBLIGATIONS UPON TERMINATION:

A. The City, acting by and through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, and without penalty, at any time, by giving written notice to Consultant at least thirty (30) calendar days prior to the effective date of such termination. In such

event, the City shall pay to Consultant compensation for Services rendered and approved expenses incurred prior to the effective date of termination. In no event shall the City be liable to Consultant for any additional compensation and expenses incurred, other than that provided herein, and in no event shall the City be liable for any consequential or incidental damages. The Consultant shall have no recourse or remedy against the City for a termination under this subsection except for payment of fees due prior to the effective date of termination.

B. The City, by and acting through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, and without penalty, upon the occurrence of an event of a material breach hereunder, and failure to cure the same within thirty (30) days after written notice of default. In such event, the City shall not be obligated to pay any amounts to Consultant for Services rendered by Consultant after the date of termination, but the parties shall remain responsible for any payments that have become due and owing as of the effective date of termination. In no event shall the City be liable to Consultant for any additional compensation and expenses incurred, other than that provided herein, and in no event shall the City be liable for any direct, indirect, special, consequential, or incidental damages.

14. NONDISCRIMINATION:

Consultant represents to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Consultant further covenants that no otherwise qualified individual shall, solely due to his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

15. ASSIGNMENT:

The Consultant's services are considered specialized and unique. This Agreement shall not be assigned, sold, transferred, pledged, or otherwise conveyed by Consultant, in whole or in part, and Consultant shall not assign or otherwise subcontract any part of its operations performing these services under this Agreement, without the prior written consent of the City Manager, which may be withheld or conditioned, in the City Manager's sole discretion.

16. NOTICES:

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONSULTANT:

Brian Ballard
Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301

TO THE CITY OF MIAMI:

Arthur Noriega V
City Manager
444 SW 2nd Avenue, 10th Floor
Miami, FL 33130-1910

Victoria Mendez
City Attorney
444 SW 2nd Avenue, 9th Floor
Miami, FL 33130-1910

Annie Perez, CPPO
Procurement Director
444 SW 2nd Avenue, 6th Floor
Miami, FL 33130-1910

17. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. **Each party shall bear its own attorney's fees.** Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably, knowingly and voluntarily waive any rights to a jury trial in any action or proceeding between them arising out of this Agreement.

B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then the same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

D. Consultant shall comply with all applicable laws, rules, and regulations in the performance of this Agreement, including but not limited to licensure and certifications required by law for professional service Consultants.

E. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto. Except as otherwise set forth in

Section 2 above, the City Manager shall have the sole authority to extend, amend, or modify this Agreement on behalf of the City.

18. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns, if any.

19. INDEPENDENT CONTRACTORS:

Consultant has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, neither Consultant, nor its employees, nor any subconsultant hired by Consultant to provide any Services under this Agreement shall attain, nor be entitled to, any rights, emoluments, or benefits under the Civil Service or Pension Ordinances of the City, nor any rights afforded classified or unclassified employees of the City. Consultant further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Consultant, its employees, or any subconsultant hired by Consultant to provide any Services hereunder, and Consultant agrees to provide or to require subconsultant(s) to provide, as applicable, workers' compensation insurance for any employee or agent of Consultant rendering Services to the City under this Agreement. Consultant further understands and agrees that Consultant's or subconsultants' use or entry upon City properties shall not in any way change its or their status as an independent contractor.

20. CONTINGENCY CLAUSE:

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination

due to lack of funds, reduction of funds, failure to allocate or appropriate funds, and/or change in program directions, applicable laws or regulations, upon thirty (30) days written notice.

21. FORCE MAJEURE:

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo not within the control of the Consultant. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement because of a Force Majeure Event as herein defined, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Force Majeure Event actually delay such party. The party seeking delay in performance shall give notice to the other party in writing, within two (2) days of the Force Majeure Event, specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

22. CITY NOT LIABLE FOR DELAYS:

Consultant hereby understands and agrees that in no event shall the City be liable for, or responsible to Consultant or any subconsultant, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control. The sole remedy

which may be granted to the Consultant, in the reasonable discretion of the City Manager, following a prompt and detailed request to be officially transmitted by the Consultant is an extension of time. No other recourse or remedy will be available to the Consultant against the City.

23. USE OF NAME:

Consultant understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Consultant is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of this project and the name of the City. The Consultant agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the City Manager or the City Commission.

24. NO CONFLICT OF INTEREST:

Pursuant to City of Miami Code Section 2-611, as amended ("City Code"), regarding conflicts of interest, Consultant hereby certifies to the City that no individual member of Consultant, no employee, and no subconsultant under this Agreement nor any immediate family member of any of the same is also a member of any board, commission, or agency of the City. Consultant hereby represents and warrants to the City that throughout the term of this Agreement, Consultant, its employees, and its subconsultants will abide by this prohibition of the City Code.

25. NO THIRD-PARTY BENEFICIARY:

No persons other than the Consultant and the City (and their successors and assigns) shall have any rights as an express or implied third-party beneficiary whatsoever under this Agreement.

26. SURVIVAL:

All obligations (including but not limited to indemnity and obligations to defend, save and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

27. TRUTH-IN-NEGOTIATION CERTIFICATION, REPRESENTATION AND WARRANTY:

Consultant hereby certifies, represents and warrants to the City that on the date of Consultant's execution of this Agreement, and so long as this Agreement shall remain in full force and effect, the wage rates and other factual unit costs supporting the compensation to Consultant under this Agreement are and will continue to be accurate, complete, and current. Consultant understands, agrees, and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City determines the contract price of compensation hereunder was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of this Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

28. COUNTERPARTS; ELECTRONIC SIGNATURES:

This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument, each of which shall be an original as against either party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. An executed facsimile or electronic scanned copy of this Agreement shall have the same force and effect as an original. The parties shall be entitled to sign and transmit an electronic signature on this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature

agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

29. **ENTIRE AGREEMENT:**

This instrument and its attachments constitute the sole and final agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement, or have caused the same to be executed, as of the date and year first above written.

"Consultant"



Ballard Partners, Inc.,
a Florida profit corporation



ATTEST:

By: Shanna Kaye Crawley
Name: Shanna Kaye Crawley

Title: Notary

By: Brian D. Ballard
Print Name: Brian D. Ballard
Title: President

"CITY"

CITY OF MIAMI,
a Florida municipal corporation

ATTEST:

By: Todd B. Hanson
Todd B. Hanson
City Clerk

By: Arthur Noriega V
Arthur Noriega V
City Manager

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

By: Victoria Méndez
Victoria Méndez
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: Anne Marie Sharpe
Anne Marie Sharpe, Director
Risk Management



**CITY OF MIAMI
DOCUMENT ROUTING FORM**

#17

ORIGINATING DEPARTMENT: Department of Procurement
DEPT. CONTACT PERSON: Aimee Gandarilla **EXT.** 1906
NAME OF OTHER CONTRACTUAL PARTY/ENTITY: Ballard Partners, Inc.

IS THIS AGREEMENT A RESULT OF A COMPETITIVE PROCUREMENT PROCESS? YES NO
 TOTAL CONTRACT AMOUNT: \$ _____ FUNDING INVOLVED? YES NO

TYPE OF AGREEMENT:

- | | |
|---|---|
| <input type="checkbox"/> MANAGEMENT AGREEMENT | <input type="checkbox"/> PUBLIC WORKS AGREEMENT |
| <input checked="" type="checkbox"/> PROFESSIONAL SERVICES AGREEMENT | <input type="checkbox"/> MAINTENANCE AGREEMENT |
| <input type="checkbox"/> GRANT AGREEMENT | <input type="checkbox"/> INTER-LOCAL AGREEMENT |
| <input type="checkbox"/> EXPERT CONSULTANT AGREEMENT | <input type="checkbox"/> LEASE AGREEMENT |
| <input type="checkbox"/> LICENSE AGREEMENT | <input type="checkbox"/> PURCHASE OR SALE AGREEMENT |

OTHER: (PLEASE SPECIFY) PSA

PURPOSE OF ITEM (BRIEF SUMMARY): To execute PSA for Ballard Partners - State Lobbying Services
RFQ 1243393

COMMISSION APPROVAL DATE: 1/28/21 **FILE ID:** 8276 **ENACTMENT NO.:** 21-0049

IF THIS DOES NOT REQUIRE COMMISSION APPROVAL, PLEASE EXPLAIN: _____

ROUTING INFORMATION	Date	PLEASE PRINT AND SIGN
APPROVAL BY DEPARTMENTAL DIRECTOR PR21082	2/22/21	PRINT: Annie Perez, CPPO SIGNATURE: <i>AP</i>
SUBMITTED TO RISK MANAGEMENT		PRINT: Ann-Marie Sharpe SIGNATURE:
SUBMITTED TO CITY ATTORNEY matter 21-358		PRINT: Victoria Méndez SIGNATURE: <i>Barnaby L. Mun</i>
APPROVAL BY ASSISTANT CITY MANAGER	3/2/21	PRINT: <u>Fernando Casamayor</u> SIGNATURE: <i>[Signature]</i>
RECEIVED BY CITY MANAGER		PRINT: Arthur Noriega SIGNATURE:
APPROVAL BY CITY CLERK		PRINT: Todd Hannon SIGNATURE:
A COPY EMAILED TO TO CITY ATTORNEY'S OFFICE <input type="checkbox"/> A COPY EMAILED TO DEPARTMENT <input type="checkbox"/> A COPY EMAILED TO CITY CLERKS OFFICE <input type="checkbox"/> ONE COPY MAILED TO VENDOR <input type="checkbox"/>		

PLEASE ATTACH THIS ROUTING FORM TO ALL DOCUMENTS THAT REQUIRE EXECUTION BY THE CITY MANAGER



City of Miami Office of the City Attorney



Legal Services Request

To: Pablo Velez Date: 2/22/2021
Office of the City Attorney

From: Charles Johnson Procurement
 Contact Person Requesting Client
Sr. Procurement Contracting Manager (305) 416-1924
 Title Telephone

Legal Service Requested:
 matter To execute PSA for Ballard Partners - State Lobbying Services RFQ 1243393

Complete form and forward to the Office of the City Attorney or e-mail to Legal Services. Do not assume that the Office of the City Attorney knows the background of the question and/or issue, such as opinions on the same or similar issues, the existence of relevant memos, correspondence, etc. Please attach to this form and/or e-mail all pertinent information relating to the subject.

Once your request has been assigned, an e-mail will be sent to you with the Assigned Attorney's name and the issued matter identification number.

All attorneys in the Office of the City Attorney shall fully comply with the Rules Regulating the Florida Bar.

For Legal Services requesting an opinion from the Office of the City Attorney:

- Issue opinion in writing.
- Publish opinion after issuance.

Authorized by: Annie Perez Date response requested by: _____

BELOW PORTION TO BE COMPLETED BY THE OFFICE OF THE CITY ATTORNEY

Assigned Attorney: _____ Date: _____ File No. _____

Approved by: _____ Ultimate Client: _____


Comments: _____ D / R Date: _____

_____ Type: _____


_____ Matrix: _____

_____ Category: _____

- Copy returned to Requesting Client
- Copy to Ultimate Client

	City of Miami Blanket Purchase Order Department of Purchasing P.O. Box 330708 Miami, Florida 33233-0708 (305) 416-1922 Fax - (305) 416-1925		PURCHASE ORDER/RELEASE NUMBER 2110577 <small>Show this number on all packages, invoices, and shipping papers.</small>		Change Number 0	Change Date
	Taxpayer ID 593499504	Supplier No. 7382	Telephone No. 850-577-0444	Page No. 1 of 3	Order Date 12/01/2021	Bid/Contract Number
Ballard Partners, Inc. 201 East Park Avenue 5 FL Tallahassee, FL 32301			Buyer: Charles Johnson			
Supplier	Customer Account Number		Ship To	City of Miami - Finance - General Accounting 444 SW 2nd Ave, 6th Floor Miami, FL 33130 Fax - (305) 416-1987 Email - payables@miamigov.com Please also forward a copy of the invoice to the Ship To address above.		
	Effective Start Date			Effective End Date 02/28/2023	Total Agreement Limit 50,000.00	

Line	Commodity Code	Description/Delivery Date	Qty	Unit	Unit Price	Extended Price
1	96151-20	State Lobbying Services		Dollar	1.00	

FOB: Destination	Requisition Number:	Vendor Instructions 1. Florida Tax Exempt ID: 2. Invoices: Direct Invoices in Duplicate to the address shown above. 3. Terms and conditions set forth in our Bid or Quotation and on the reverse side hereof are incorporated herein by reference become part of this order	
Ship Via:	Department:	reverse side hereof are incorporated herein by reference become part of this order	
Payment Terms: Net 30	Contact Person:	reverse side hereof are incorporated herein by reference become part of this order	
	Telephone Number:	 Annie Perez, CPPO, Director of Procurement	12/01/2021 Date Approved
C	FN/PC 506 Rev. 12/05		

BY ACCEPTING THIS ORDER, VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS

1. ACCEPTANCE OF PURCHASE ORDER: A Purchase Order is given for immediate acceptance by the VENDOR. Unless promptly notified to the contrary, the CITY will assume the VENDOR accepts the order as written and will make delivery as specified on the document.
2. ENTIRE AGREEMENT: All specifications, drawings, and data submitted to the VENDOR with this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This contract contains the entire agreement of the parties. No change in quantities, prices, specifications, terms, or shipping instructions will be allowed except on written authority of the CITY of Miami Purchasing Department. Any additional or different terms and conditions proposed by VENDOR are objected to and hereby rejected unless specifically agreed to by the CITY.
3. INDEMNIFICATION: The VENDOR hereby agrees to indemnify, save, and hold harmless the CITY from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the breach of the Agreement by the VENDOR, its agents or employees, or due to any act or occurrence of omission or commission of the VENDOR, its agents employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the CITY for its own negligence or breach of contract.
4. MODIFICATION: The CITY may by written Order, make changes in the specifications if such changes are within the general scope of the Contract. If such changes cause an increase or decrease in the VENDOR'S costs or in time required for performance of the Contract: (a) the VENDOR shall promptly notify the CITY and assert its claim for adjustment and an equitable adjustment shall be made by the CITY and the Contract modified accordingly. Nothing in this clause shall excuse the VENDOR from performing.
5. DEFAULT: Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the CITY reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by VENDOR; as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the VENDOR with any and all losses incurred.
6. TRANSPORTATION CHARGES: Transportation expenses for all shipments shall be prepaid to destination. Shipments sent C.O.D. or freight collect without the CITY'S written consent will not be accepted and will, at VENDOR'S risk and expense be returned to VENDOR. No charges will be allowed by the CITY for transportation, packing, cartage or containers unless otherwise authorized in the Purchase Order.
7. UNAVOIDABLE DELAY: If the VENDOR is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, VENDOR must immediately upon receiving knowledge of such delay, give written notice to the CITY and request an extension of time. The CITY shall examine the request and determine if the VENDOR is entitled to an extension.
8. QUANTITY: Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held at VENDOR'S risk and expense.
9. INSPECTION: Materials or equipment purchased are subject to inspection and approval at the CITY'S destination. The CITY reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, or data of VENDOR'S warranty (expressed or implied). Rejected materials or equipment shall be removed by, or at the expense of, the VENDOR promptly after rejection.
10. WARRANTY: The VENDOR warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, VENDOR warrants that said goods and services are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this order. The CITY may return any nonconforming or defective items to the VENDOR or require correction or replacement of the item at the time the defect is discovered, all at the VENDOR'S risk and expense. Acceptance shall not relieve the VENDOR of its responsibility.
11. REGULATORY COMPLIANCE: VENDOR represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of Federal, State and local laws, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. VENDOR shall furnish "Material Safety Data Sheets" in compliance with the Florida Right To Know Law, Florida Statutes, Chapter 442.
12. ROYALTIES AND PATENTS: VENDOR shall pay all royalties and license fees. VENDOR shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall save the CITY harmless from loss on account thereof.
13. PAYMENT: Payments will be made in accordance with the terms on the face of this order, or the VENDOR'S invoice, whichever are more favorable to the CITY and payment date therefor shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.
14. IDENTIFICATION: Invoices in duplicate with prices set out and giving the correct Purchase Order Number must be sent to the address shown on the face of this order, otherwise payment of VENDOR'S account may be delayed. The Purchase Order Number shall appear on all invoices, boxes, packages, shipping documents and correspondence, and the list of contents shall be enclosed in each box or package.
15. TERMINATION: CITY may, at any time, terminate this order in whole or in part by written or telegraphic notice or verbal notice confirmed in writing. Upon termination for convenience of Buyer, the Buyer will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Buyer. If, however, termination is occasioned by the VENDOR'S breach of any condition hereof, including breach warranty, or by VENDOR'S delay, except due to circumstances beyond the VENDOR'S control and without VENDOR'S fault or negligence, VENDOR shall not be entitled to any claim or costs or to any profit referred to in said clause, and Buyer shall have against VENDOR all remedies provided by law and equity.
16. TAXES: CITY of Miami is exempt from State and local taxes. Exemption number is printed on the reverse side hereof. This Order shall serve as the exemption certificate.
17. LAW GOVERNING: This contract shall be governed by and construed according to the laws of the State of Florida.
18. ASSIGNMENT: Any assignment of this Purchase Order, including any performance of work hereunder, in whole or in part, or monies due hereunder, shall be void unless consented to by CITY in writing and CITY shall have no obligations to any assignee of VENDOR under any assignment not consented to in writing by THE CITY.
19. TERMS: The order total shall be paid by the CITY upon receipt of invoice from VENDOR which shall be subject to verification as to quantities and quality of goods delivered or services performed.
20. TAX: VENDOR doing business with the CITY shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any VENDOR be authorized to use the CITY Tax Exemption Number in acquiring such materials.
21. LOCAL RESOURCES: VENDOR shall give first priority to utilizing resources in the disaster area, including but not limited to procuring supplies and equipment, awarding sub-contracts, and employing workmen.
22. PAYMENT CHANGES: Payments will only be made to the company and address as set forth on Purchase Order unless the VENDOR has requested a change thereto on official company letterhead, signed by an authorized officer of the company.
23. UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the VENDOR and CITY for any terms and conditions not specifically stated in this Purchase Order.
24. INSURANCE: In the event that insurance is required by the CITY in connection with this Purchase Order, VENDOR shall provide an Insurance Certificate, in a form acceptable to the CITY, naming the CITY as an additional insured, as proof of compliance therewith which said certificate shall constitute part of this Purchase Order.
25. BONDING: The CITY reserves the right to require the VENDOR to post a performance and payment bond in the amount of One Hundred percent (100%) of the Purchase Order total, upon award or at such time deemed necessary by CITY.
26. NON-APPROPRIATION OF FUNDS: In the event no funds or insufficient funds are appropriated, allocated, and budgeted or are otherwise unavailable for any reason in any fiscal period or at any time for payments due under this contract/purchase order, then the City Manager or

Procurement Director, upon written notice to the VENDOR of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. The Vendor shall have no recourse from such termination except to receive undisputed payments due prior to the effective date of the termination.