

RESOLUTION 2021-99

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BALLARD PARTNERS, INC. FOR PROFESSIONAL LOBBYING SERVICES AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; WAIVING THE VILLAGE'S PURCHASING POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village is in need of lobbying services before the Florida State Legislature and state executive agencies; and

WHEREAS, Village Staff recommended executing an Agreement with Ballard Partners, Inc. based in the firm's experience in representing other units of local government, including a number of local governments in Palm Beach County; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

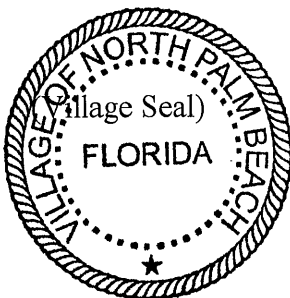
Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves an Agreement with Ballard Partners, Inc. for professional lobbying services at an annual cost of \$72,000,00, with funds expended from Account No. A4902-33190 (Village Manager – Professional Services), and authorizes the Village Manager and Village Clerk to execute the Agreement on behalf of the Village, a copy of which is attached hereto and incorporated herein.

Section 3. In approving this Agreement, the Village Council waives any conflicting provisions of the Village's purchasing policies and procedures.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2021.



ATTEST:


VILLAGE CLERK


MAYOR

CONTRACT FOR SERVICES

THIS CONTRACT is entered into between the Village of North Palm Beach, a Florida municipal corporation (“the Client”), 501 U.S. Highway One, North Palm Beach, FL 33408, and Ballard Partners, Inc. (“the Firm”), a Florida corporation, 201 East Park Avenue, 5th Floor, Tallahassee, FL 32301.

Recitals

WHEREAS, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client’s interests before the Florida Legislature and executive agencies; and

WHEREAS, the Firm wishes to provide such representation as the Client may from time to time require; and

WHEREAS, the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement. This agreement shall become effective on February 1, 2022 and shall remain effective until January 31, 2023 (“Initial Term”). This Agreement shall automatically renew for successive one-year periods on the anniversary of the effective date of the Agreement unless either party terminates the agreement by providing written notice to the other party. Notwithstanding the foregoing, this Agreement may be terminated with thirty (30) days’ written notice by either party for any or no reason. In the event the Client terminates the Agreement, the Firm shall cease all services as of the date of receipt of the written notice and the Client shall pay the Firm for all services performed prior to that date on a prorated basis.

2. Duties of The Firm. It shall be the Firm’s duty to advocate the interests of the Client before the Florida Legislature and executive agencies of Florida government. Included within the scope of the Firm’s duties is the advocacy for passage or defeat of legislation that is relevant to the Client. It shall further be the Firm’s duty to inform the Client of developments in legislation and policy relevant to the Client’s operations.

3. Duties of The Client. It shall be the Client’s duty to inform the Firm of its wishes with regard to legislative and executive advocacy and to provide the Firm the information necessary to best represent the Client in Florida. It shall also be the Client’s duty to timely compensate the Firm for its services.

4. Compensation. The Client shall pay the Firm the annual sum of \$72,000.00 for services performed pursuant to this Agreement, plus actual out of pocket costs incurred in such representation, including but not limited to lobbyist registration fees. Such costs shall not include any costs typically associated with the operation of an office, such as overhead, staff, and equipment. The fee shall be paid in monthly installments of \$6,000.00 a month, beginning February 1, 2022, and continuing to be due on the first day of each month until the termination of the Agreement as set forth in Section 1. The Firm will bill costs monthly.

5. Indemnification. To the fullest extent permitted by applicable laws and regulations, the Firm shall indemnify and save harmless, the Client, its officials, agents, servants and employees from and against any and all claims, liability, losses and/or causes of action, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm or persons employed or utilized by the Firm in the performance of this Agreement. The Firm shall not be required to indemnify the Client, its officials, agents, servants and employees when the occurrence results from the wrongful acts or omissions of the Client, its officials, agents, servants and employees. The terms of this paragraph shall survive completion of all services, obligations and duties provided for in this Agreement as well as termination of this Agreement for any reason. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of third party against either the Client or the Firm, nor shall this Agreement be construed as a waiver of sovereign immunity beyond the limited waiver set forth in Section 768.28, Florida Statutes.

6. Independent Contractor. The Firm is, and shall be, in the performance of services pursuant to this Agreement, an independent contractor and not an employee, agent or servant of the Client. All persons engaged in any services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Firm's sole discretion, supervision and control, and the Firm shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

7. Insurance. The Firm shall maintain in full force and effect, during the term of this Agreement, Standard Professional Liability Insurance with limits of no less than \$1,000,000.00 each occurrence, with a maximum deductible of \$50,000.00. A certification of insurance, satisfactory to the Client, evidencing such coverage and listing the Village of North Palm Beach as an additional insured, shall be furnished to the Client immediately upon execution of this Agreement. Such Certificate shall provide the Client with thirty days prior written notice of any cancellation or non-renewal. The Firm shall provide the Client with a renewal certificate thirty days prior to the expiration of the current Certificate of Insurance, and the Firm's failure to provide and maintain Certifications of Insurance, as required herein, shall constitute a material breach of this Agreement justifying immediate termination.

8. Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

9. Legal Effect/Binding Authority. This Agreement shall not become binding and effective until approved by the Firm's legislative body. The persons executing this Agreement represent that they have the full power, authority and legal right to execute and deliver this Agreement and perform all obligations under this Agreement.

10. Governing Law, Venue and Waiver. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury with respect to any litigation arising out of this Agreement.**

11. E-Verify. The Firm warrants and represents that Firm and, if applicable, all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. The Firm has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and, if applicable, has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the Client has a good faith belief that the Firm has knowingly violated Section 448.09(1), Florida Statutes, the Client shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended.

12. Inspector General. The Firm is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof, may demand and obtain records and testimony from the Firm and its subcontractors. The Firm understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Firm or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Client to be a material breach of the Agreement justifying immediate termination.

13. Public Records. In performing services pursuant to this Contract, the Firm shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the Firm shall:

- A. Keep and maintain public records required by the Client to perform the service.
- B. Upon request from the Client's custodian of public records, provide the Client with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Firm does not transfer the records to the Client.
- D. Upon completion or termination of the Agreement, transfer, at no cost, to the Client all public records in possession of the Firm or keep and maintain public records required by the Client to perform the services. If the Firm transfers all public records to the Client upon completion or termination of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355;

NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

14. Entire Agreement. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. This Agreement may be amended only in writing upon mutual consent of the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the dates indicated below.

VILLAGE OF NORTH PALM BEACH

BALLARD PARTNERS, INC.

DocuSigned by:
Andy Lukasik
ABFE94C8478D43F...
By: Andy Lukasik
Title: Village Manager
Date: 12/9/2021

DocuSigned by:
Brian D. Ballard
B8B37A0F2A843F...
By: Brian D. Ballard
Title: President
Date: 12/9/2021

ATTEST:
DocuSigned by:
Jessica Green
09BE9934B84F420...
Jessica Green, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
DocuSigned by:
Leonard G. Rubin
CB3B8C5530B845A...
Leonard G. Rubin, Village Attorney