

AGREEMENT FOR ADVOCACY SERVICES

THIS AGREEMENT FOR ADVOCACY SERVICES ("Agreement") is made on this 17 day November, 2021 ("Effective Date"), by and between Ballard Partners, Inc., a Florida profit corporation ("Contractor"), with its principal address at 201 East Park Avenue, 5th Floor, Tallahassee, FL 32301, and the City of Largo, Florida, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), whose address is 201 Highland Avenue, Largo, Florida 33770 (collectively, "the Parties").

RECITALS

WHEREAS, the City requested proposals pursuant to the Request for Proposals No. 22-P-735 for advocacy services ("RFP"); and

WHEREAS, Contractor timely submitted its proposal in response to the RFP ("Contractor's Response"); and

WHEREAS, based on the City's evaluation and assessment of Contractor's Response and the proposals of other proposers, the City selected Contractor to provide the Services as defined herein; and

WHEREAS, the Contractor represents that it has the experience, expertise and capacity to perform the Services in accordance with the City's needs and schedule, and as set forth in the RFP.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS** The above recitals are true and correct and incorporated herein by reference.
2. **DEFINITIONS** All terms not defined herein, shall have the meaning set forth in the RFP.
3. **CONTRACT DOCUMENTS** The term "Contract Documents" shall mean and refer to this Agreement, the RFP including all duly executed addenda (attached as Exhibit A), Contractor's Response (attached as Exhibit B) and Contractor's Compensation (attached as Exhibit C). All of the foregoing documents are incorporated herein by reference and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, this Agreement shall control, followed by Exhibit A, then Exhibit C, and then Exhibit B.
4. **SERVICES**
 - A. **Services.** Contractor shall furnish to the City the advocacy services as described and in accordance with the specifications, tasks, and scope of services set forth in the RFP (the "Services") and in accordance with this Agreement and Contractor's Response. Contractor acknowledges that it has read the specifications and understands them.

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B. **Additional Services.** From the Effective Date and for the duration of this Agreement, including the Renewal Term (as defined below), the City may elect to have Contractor perform services that are not specifically described in the RFP but are related to the Services ("Additional Services"). In such event, Contractor shall perform such Additional Services for the compensation as determined by mutual written agreement of the Parties.

C. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the Contractor's compensation for the impacted Services by a sum equal to the amount associated with the de-scoped Services, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

5. **EFFECTIVE DATE AND TERM OF AGREEMENT** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for three (3) years, and may be renewed for one (1) additional two-year period ("Renewal Term") by mutual agreement providing all prices, terms and conditions remain the same, unless terminated earlier pursuant to the terms of the Contract Documents.

6. TERMS OF PERFORMANCE

A. **Time for Completion.** Contractor shall commence work under the Agreement immediately on the Effective Date and shall continue to provide the Services throughout the term of this Agreement, including the Renewal Term, in accordance with the terms of this Agreement.

B. **Representatives.** Prior to the start of any work under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to the City in writing. Such designation shall include the contact information (including phone numbers) of Contractor's representatives.

C. **Non-exclusive Contract.** The City specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in the City's best interest.

D. **Status Reports.** Contractor shall submit monthly written status reports to the City outlining the status of the Contractor's work on the Services throughout the term of this Agreement, including the Renewal Term. In addition, the Contractor shall provide written updates to the City no less than once per week during the state legislative session on appropriations requests and other legislative matters of consequence to the City. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A formal end-of-session report outlining specific advocacy activities conducted on behalf of the City and the resulting outcomes, shall be submitted by Contractor to the City within thirty (30) days of the end of each state

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legislative session. The Contractor shall be responsible for complying with all required state and federal lobbying registration and compliance reporting.

E. **Reviews.** Throughout this Agreement, Contractor shall allow representatives of the City to visit the offices and other places of Contractor's work periodically, without prior notice, to monitor Contractor's work completed or progress on the Services.

F. **Contractor Responsibility.** Contractor shall provide services of first quality, and the workmanship must be in accordance with customary standards of the various trades and professionals involved in the Services. The Services and the work associated therewith shall be of high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all work, materials, equipment, and processes used in the Services, whether the same is manufactured by Contractor; performed by a subcontractor, or purchased readymade from a source outside Contractor's company.

G. **Compliance with Laws.** Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by the City in the Contract Documents shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to the City certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract Documents.

H. **Ownership and Use of Materials.** The Parties intend that the material produced by Contractor as part of the Services is "work for hire" as contemplated by the United States Copyright Act and is to be solely owned by the City. Notwithstanding the foregoing, Contractor hereby irrevocably grants and assigns to the City all rights, title, and interest to all materials produced by Contractor under this Agreement, including, but not limited to, the sole, absolute and exclusive right, license and privilege to exhibit, distribute, market, transmit, duplicate, dub, perform, produce, reproduce, sublicense and otherwise use and exploit the material produced by Contractor throughout the world by all existing formats, including internet and mobile platform, and any as yet undiscovered methods and formats, and Contractor hereby grants the City all consent necessary to enable the City to exploit the material at its convenience. Contractor shall not be entitled to use the materials or any part of thereof produced under this Agreement, without the City's prior written consent, which the City may withhold in its sole and absolute discretion. Upon termination of this Agreement, however terminated, Contractor shall deliver to the City all papers and other materials related to the Services performed under this Agreement

7. COMPENSATION

A. In consideration of Contractor's faithful performance of the Services in accordance with the Contract Documents, the City agrees to pay Contractor pursuant to the compensation structure set forth in Exhibit C. Payment shall be made only for work, which

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is actually performed and approved by the City. Contractor shall submit invoices to the City no later than the fifteenth (15th) day of the month immediately following the month in which the Services are completed. The City will make payment in accordance with the Florida Prompt Payment Act, Section 218.70, *et seq.*, Florida Statutes.

B. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes, with all details prescribed by the City in the RFP, and delivered to the following address:

City of Largo, Florida
Attention: Chris Hawks, Intergovernmental Relations Coordinator
201 N. Highland Avenue
Largo, FL 33770

C. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

8. TERMINATION

A. The City may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (a) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (b) Contractor fails to perform in the manner called for in this Agreement; or (c) Contractor does not provide the Services in accordance with the requirements of the specifications or scope of work in the Contract Documents. In its sole discretion, the City may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable.

B. The City may terminate the Agreement, without cause, by giving thirty (30) days' advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

C. The Contractor may terminate this Agreement with cause at any time upon written notice to the City, after providing a notice to cure as set forth below, if the City is in material breach of the Contract Documents. If Contractor believes that the City is in material breach of the Contract Documents, Contractor shall give the City at least fifteen (15) days or more if reasonably necessary, to cure any such alleged breach. If the City does not cure said breach, Contractor may then terminate this Agreement upon providing written notice to the City.

9. WARRANTIES AND COVENANTS

A. **Patent, Trademark, Copyright, and Trade Secret.** Contractor warrants that the Services, and all goods and work associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold the City, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including,

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without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. The City shall promptly notify Contractor of any such claim. The City makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and the City shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the City immediately and provide a detailed report. The rights and responsibilities of the Contractor and the City with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

B. **Covenants Against Gratuities.** Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the City with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.

C. **E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

D. **Piggybacking.** Contractor agrees to make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

E. **Foreign Country of Concern Disclosure.**

A. Pursuant to section 286.101, Florida Statutes, the Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

B. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

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C. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The Contractor represents that within one (1) year before proposing any contract to the City, the Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

10. DELAY IN PERFORMANCE/FORCE MAJEURE

A. **Time is of the Essence.** The timely receipt of Services to the City is essential. If any Services are not performed on time, the City may cancel the unfilled portion of this Agreement for cause, contract for the Services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City.

B. **Unavoidable Delay.** If performance of the Services, and all deliverables thereunder, is unavoidably delayed, the City may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

C. **No Damages for Delay.** Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or substantial increases in the costs of performing the work under the Contract Documents.

D. **Notification.** Contractor shall notify the City as soon as Contractor has, or should have had, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by the City to make a decision on any request for extension. The City will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. The City will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of the City. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

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E. **Force Majeure.** Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus COVID-19 pandemic which is ongoing as of the date of the execution of this Agreement. For the avoidance of doubt, Force Majeure shall not include (1) financial distress or the inability of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof). The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Agreement. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than thirty (30) consecutive calendar days, then the other party shall have the right to terminate this Agreement without penalty.

11. INSURANCE Before beginning any work under this Agreement, and throughout the term of this Agreement, the Contractor shall procure and maintain insurance, at Contractor's sole expense, pursuant to the requirements set forth in the RFP. Proof of insurance, including a certificate of insurance showing the City as an additional insured on all required policies, must be provided to the City prior to beginning any work under this Agreement.

12. INDEMNIFICATION

The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Contractor under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Contractor in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement, however terminated, and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained in this Agreement and specifically this indemnification provision is intended to nor shall it be construed as an additional waiver of sovereign immunity beyond the expressed written contractual obligations of the City contained within this contract. Excluded

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from the City's indemnification obligation are any claims for which the City is immune from suit under the doctrine of sovereign immunity or for any amount of a claim exceeding the limitations of liability established by section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this section, Contractor shall assume control of the defense of any claim asserted by a third party against the City for which Contractor is obligated to indemnify, defend, and hold harmless the City under this section and, in connection of such defense, shall appoint lead counsel in each case at Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this section, Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (b) the third party claim seeks an injunction or equitable relief against the City; or (c) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith

13. FUNDING It is understood that this Agreement does not create any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which the Agreement is executed. No liability shall be incurred by the City beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

14. CHANGE ORDERS Except in an emergency, no change in the work or Services shall be made by the Contractor unless authorized by a prior written, duly executed Change Order, as defined in the RFP. The Contractor shall submit the proposed Change Order to the City and the Change Order must be approved and signed by both the City's authorized representative, and the Contractor. If the Contractor proceeds with additional work or services prior to approval and execution of a Change Order, the Contractor waives any claim to and shall not receive any compensation for such work.

In the event of an emergency, the Contractor shall inform the City of the circumstances immediately. The City may authorize the Contractor to proceed with the work to resolve the

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emergency only. However, the contract price may be changed only by a duly authorized Change Order signed by the City's authorized representative.

15. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

A. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, except as provided in this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

B. **Attorneys' Fees.** In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

16. LIABILITY

A. Neither the City nor the Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other party. Neither the City nor the Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized under this Agreement. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

B. The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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17. PUBLIC RECORDS

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs 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 term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public 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 of the City. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Telephone number: (727) 587-6710 ext. 7003 E-mail address: dbruner@largo.com

Mailing address: City of Largo, Attn: City Clerk, P.O. Box 296, Largo, Florida 33779-0296

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18. MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals, and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

B. **Notices.** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To the City:
City of Largo, Florida
Attn: Chris Hawks, Intergovernmental Relations
Coordinator
201 N. Highland Ave.
Largo, FL 33770

To Contractor:
Ballard Partners
Brian D. Ballard, President
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301

With required copy to:
Alan S. Zimmet, B.C.S.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

Ballard Partners
Amanda Green, Chief Financial Officer
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Agreement.

C. **Waiver of Remedies for any Breach.** In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this Agreement, such waiver by the City shall only be valid if set forth in writing and shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

D. **Assignment.** The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this Agreement may only be transferred, assigned, sublet, subcontracted, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.

E. **Modification.** The Contract Documents may not be amended or altered without prior written approval by the City. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by the City.

F. **Controlling Law and Venue.** This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over

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them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

G. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties

H. **Headings and Section References.** The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

I. **Authorization.** The Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

J. **Severability.** If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.

K. **Electronic Signatures and Counterparts.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

[Remainder of this page left blank – signature page to follow]

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IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date first above written.

BALLARD PARTNERS, INC.
CONTRACTOR

CITY OF LARGO, FLORIDA
CITY

DocuSigned by:
By: Brian D. Ballard
Brian D. Ballard, President
Duly Authorized Designee

By: Henry Schubert
Henry Schubert, City Manager

WITNESS/ATTEST:

ATTEST:

DocuSigned by:
By: Carol L. Bracy
Carol L. Bracy, Vice President

By: Diane Bruner
Diane Bruner, City Clerk

REVIEWED AND APPROVED:

DocuSigned by:
By: Alan S. Zimmet
Alan S. Zimmet, City Attorney



SECTION F. COST AND TIME

Ballard Partners proposes a yearly fee of \$60,000 for services rendered throughout the term of the contract of three years (\$180,000 total). Likewise, if the two-year option is executed, Ballard Partners proposes a yearly fee of \$60,000 (\$120,000 total).

At this cost, Ballard Partners will adhere to the scope of services and requirements enumerated in the City of Largo's RFP. Including but not limited to:

- Assisting the city in development and implementation of an annual legislative agenda, political engagement plan, and any associated key proposals or policy positions.
- Developing an off-session activities plan in close coordination with city staff.
- Providing direction to City Manager, Mayor, City Commission, and staff in preparing annual state legislative appropriations requests.
- Pursue, at the request of the city, funding for municipal projects outside of the regular state legislative appropriations process.
- Advocating for the City of Largo's legislative agenda which includes activities such as: meeting with state legislators regarding the city's appropriations requests and appear and testify before legislative committees.
- Providing regular written updates as required by the city including a formal end-of-session report outlining the activities conducted on behalf of the city and the resulting outcomes.