

Doc No. 005-2017  
Res. No. 013-2017

# BALLARD | PARTNERS

January 27, 2017

Thomas G. Bradford, Town Manager  
360 South County Road  
P.O. Box 2029  
Palm Beach, FL 33480

**Re: Engagement Letter - Town of Palm Beach**

Dear Mr. Bradford

We greatly appreciate the Town of Palm Beach's (the "Town") decision to retain Ballard Partners (the "Firm") to provide the Town lobbying services, commencing October 1, 2016. We are confident that we will be able to assist you with your immediate and long term needs. This agreement supersedes all previous engagement agreements for lobbying services and will remain in effect until such time as both parties agree in writing to changes, or until terminated as provided below.

It is the Firm's practice to provide an engagement letter to our clients setting forth our understanding of the services we will be expected to perform, and the basis for our compensation. As we have agreed, the Firm will 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. In performing these services, we will look to the direction of you and other designated representatives.

In compensation for performing these functions, the Firm will be paid \$4,166.66 per month plus any approved expenses, starting October 1, 2016, and until either party terminates this agreement, for any reason, upon 30 days written notice. All bills outstanding at the time of such termination will remain due and payable in accordance with this letter agreement.

I will personally be in charge of the Firm's role on this engagement, and will assure that all necessary tasks are undertaken and completed by our team. I will involve other attorneys and government affairs professionals as appropriate.

Given the terms set forth above, we anticipate that the Firm may be required to register and report our activities on your organization's behalf under the Lobbying Disclosure Act of 1995. We will notify you if such registration becomes necessary. In turn, you agree to provide such information as may be required to assist us in making such filings. If you have any questions regarding the circumstances relating to compliance with the Lobbying Disclosure Act, please do not hesitate to call.

**TALLAHASSEE**  
403 East Park Ave.  
Tallahassee, FL 32301  
850.577.0444  
850.577.0022 fax

**WEST PALM BEACH**  
1400 Centre Park Blvd.  
Suite 1010  
West Palm Beach, FL 33401  
561.253.3232

**JACKSONVILLE**  
4400 Marsh Landing Parkway  
Suite 2  
Jacksonville Beach, FL 32250  
904.834.2946

**MIAMI**  
2 Alhambra Pl., Ste 102  
Coral Gables, FL 33134  
305.456.8479  
786.542.6997 fax

**TAMPA**  
1726 East 7th Ave.  
Suites 13-15  
Tampa, FL 33605  
813.374.6007

**ORLANDO**  
618 E South Street  
Suite 500  
Orlando, FL 32801  
407.803.3878

**FORT LAUDERDALE**  
401 E. Las Olas Blvd.  
Suite 1400  
Ft. Lauderdale, FL 33301  
954.302.5989

The representation will not require the Firm to provide any services beyond the scope of the lobbying set forth above.

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations and you have consented to our representation of the other client. You agree, however, that you will be reasonable in evaluating such circumstances and that you will give your consent if we can confirm to you in good faith that the following criteria are met: (1) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (2) our representation of the other client will not compromise any confidential information we have received from you; (3) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (4) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications on our undertaking the two representations.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to withhold consent to our representation of another client whose interests are adverse to yours. You will retain the right, of course, to contest in good faith our representation that the criteria have been met, in which event we would have the burden of supporting our representations to you.

The above provisions of this section address issues pertaining to consent and waiver of conflicts that may arise after the date of this agreement, and do not address how any such later-arising conflict may affect the Firm's representation of the Town.

We believe that the above provisions outline in reasonable detail our agreement concerning this representation. If you find these arrangements satisfactory, please sign this letter and return it to me, keeping a copy for your files. Our representation will conform to the terms of this agreement.

We sincerely appreciate the opportunity to represent the Town of Palm Beach, and look forward to a successful relationship.

Very truly yours,

**BALLARD PARTNERS, INC.**



Brian D. Ballard, President

Thomas G. Bradford, Town Manager  
January 27, 2017  
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**TOWN OF PALM BEACH**

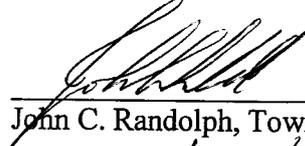


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Thomas G. Bradford, Town Manager

Date: 2/14/17

**TOWN OF PALM BEACH**

Approved as to legal form and sufficiency:



\_\_\_\_\_  
John C. Randolph, Town Attorney

Date: 2/14/17