CITY OF
Boca Raton

CITY HALL
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7700
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

Via email and US mail

October 25, 2018

Mr. Brian D. Ballard, President
Ballard Partners, Inc.
403 East Park Avenue
Tallahassee, FL 32301

RE: Agreement No. 2016-006, Agreement for Professional Services Renewal Number # 2

Dear Mr. Ballard:

As you know, the effective date of the above referenced Agreement (copy enclosed) is 12/18/2015, running for two (2) years through 12/17/2017, with the option to renew for three (3) additional one (1) year periods.

Please sign and date the form below if the second one-year renewal of the Agreement for the period 12/18/2018 through 12/17/2019 would be acceptable. Pricing shall be in accordance with the Agreement.

The completed form/letter should be returned **no later than** November 20, 2018. Your response may be scanned and emailed to ssaxton@myboca.us or faxed to 561-393-7704, with the original letter mailed to my attention at the address above. Please also provide an updated insurance certificate with the City named as additional insured as required by the Agreement.

Should you have any questions, feel free to contact me at 561-393-7836.

Sincerely,

Susan S. Saxton

Susan S. Saxton, CMC
City Clerk

Authorized Company Signature

10/31/2018
Date

Brian D. Ballard / President
Name (Print) / Title

PROFESSIONAL SERVICES

AGREEMENT NO. 2016-006

THIS AGREEMENT made and entered into this 18th day of December 2015, by and between the City of Boca Raton, a municipal corporation of the State of Florida, hereinafter referred to as CITY, and Ballard Partners, Inc., a Florida corporation hereinafter referred to as CONSULTANT:

WHEREAS, the CITY intends to enter into a non-exclusive agreement for the provision of professional state lobbying services by the CONSULTANT to the CITY; and

WHEREAS, the CONSULTANT represents that it is capable and prepared to provide such Services; and

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the CITY to request, and the CONSULTANT to provide, expert witness services in connection with court proceedings arising out of projects in which the CONSULTANT provided state lobbying services at the hourly rates set out in Attachment B, which is attached hereto and incorporated by reference as part of this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND RENEWALS

The effective date of this Agreement shall be 10 days after approval by the City Council and shall thereafter run for a (2) two year term, with the option to renew for (3) three additional one year periods, subject to cancellation as provided herein.
The agreement may be extended at the CITY'S option for a defined period of time, not to exceed six (6) months.
Renewals shall be subject to the CITY'S appropriation of funds, and determination by CITY of CONSULTANT'S satisfactory performance and determination by CITY that the agreement renewal is in the best interest of the CITY.

Renewals will be based on the CONSULTANT agreeing to the same terms, conditions and pricing subject to the following paragraph.

ARTICLE 2 - SERVICE TO BE PERFORMED BY CONSULTANT

The CONSULTANT shall perform the services as specifically stated in the Scope of Services, Attachment A and as may be specifically designated and additionally authorized by the CITY. Any amendments to this Agreement shall be subject to approval of the City Manager or City Council as provided for in the CITY'S Code of Ordinances.

ARTICLE 3 - COMPENSATION

The CITY shall pay CONSULTANT in accordance with Attachment B, Compensation for Services, which is attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 4 - STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional lobbying Consultant, under similar circumstances and CONSULTANT shall, at no additional cost to the CITY, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 – INDEMNIFICATION

CONSULTANT shall defend, indemnify and hold harmless the CITY, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this agreement.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the CITY to enforce this Indemnification Clause shall be borne by the CONSULTANT. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

ARTICLE 6 - INDEPENDENT CONTRACTOR

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance. CONSULTANT shall work closely with the CITY in performing Services under this Agreement. The CONSULTANT shall not receive any City benefits, stipend or privileges afforded to City employees.

ARTICLE 7 - COMPLIANCE WITH LAWS

In performance of the Services, CONSULTANT will comply with applicable regulatory and other applicable requirements including federal, state, county and local laws, rules regulations, orders, codes, criteria and standards. Further, CONSULTANT acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida.

WORKER'S COMPENSATION

The CONSULTANT shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall also be maintained by all subcontractors to CONSULTANT. The CONSULTANT agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by Fax to 561-393-7983.

COMMERCIAL GENERAL LIABILITY

The CONSULTANT shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with no more than a $10,000 deductible.

The City of Boca Raton must be named as an additional insured on the Commercial General Liability Policy. CONSULTANT will provide such endorsement providing equal or broader additional insured coverage. The CONSULTANT agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by Fax to 561-393-7983

BUSINESS AUTOMOBILE LIABILITY

The CONSULTANT shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be $500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the CONSULTANT does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the CONSULTANT indicating the following:

Ballard Partners, Inc. does not own any vehicles.

"Name of Consultant"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

Ballard Partners, Inc. agrees to purchase "Any Auto" or
"Name of Consultant"

Comprehensive Form coverage as of the date of acquisition.

CONSULTANT's Signature: _____

The CONSULTANT agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by Fax to 561-393-7983..

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The CONSULTANT shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis and kept for 2 years after completion

The minimum limits of coverage shall be $1,000,000 per claim with a deductible of no more than $10,000 or $3,000,000 per claim with a deductible of no more than $25,000

The CONSULTANT agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by Fax to 561-393-7983.

SUPPLEMENTAL PROVISIONS

The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non renewal, material change , modification or lapse of coverage, Contractor shall notify the City within (5) business days with written notice of such to the Purchasing Division by fax to 561-393-7983.

All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Project Manager, unless notified otherwise.

ARTICLE 9 - CITY'S RESPONSIBILITIES

The CITY shall be responsible for providing reasonably required access to all project sites, and providing information on hand, including any data available in the files of the CITY.

ARTICLE 10 - TERMINATION OF AGREEMENT

Upon termination and as directed by the CITY, the CONSULTANT shall deliver to the CITY all original papers, records, documents, drawings, and other material set forth and described in this Agreement, including those described in Article 18, that are in CONSULTANT'S possession or under its control arising out of or relating to this Agreement.

10.1 **Termination With Cause**

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

10.2 **Termination Without Cause**

CITY shall have the right to terminate this Agreement or suspend performance thereof without cause for the CITY's convenience upon fourteen (14) days written notice to CONSULTANT, and CONSULTANT shall terminate or suspend performance of services on a schedule acceptable to CITY or at the end of this fourteen (14) day period, at the option of the CITY. In the event of termination or suspension for CITY's convenience, CITY shall pay CONSULTANT for all services performed through the date of notice of termination or suspension.

10.3 Termination For Governmental Non-Appropriations

The obligation of the CITY for payment to a CONSULTANT is limited to the availability of funds appropriated in a current fiscal period. Continuation of the agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law and contract, and shall be terminated without penalty to the CITY and without any default upon the last day in which funds were last appropriated.

ARTICLE 11 - NONDISCLOSURE OF PROPRIETARY INFORMATION

CONSULTANT shall consider all information provided by CITY and all reports, studies, calculations, and other documentation resulting from the CONSULTANT's performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. CONSULTANT shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 - GOVERNING LAW / VENUE / WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 14 - MISCELLANEOUS

14.1 Nonwaiver

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

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the CONSULTANT or any employee or associate, shall not be involved in any political campaign for City elective office nor make financial contribution to any such campaign.

14.4 Conflict of Interest

Neither CONSULTANT nor its employees or its subconsultant(s) shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

14.5 Project Manager in Charge and Project Team

The Services to be performed hereunder shall be performed by CONSULTANT'S own staff and there will be no use of any subconsultants. CONSULTANT agrees that the Project Manager in Charge and Project team shall not be removed by CONSULTANT without CITY'S prior written approval, and if so removed, must be immediately replaced with a person acceptable to CITY.

CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from CITY, to promptly remove and replace the Project Manager in Charge or any Project Team member. Said request made by CITY may be made with or without cause. Any personnel so removed must be immediately replaced with a person acceptable to CITY, by obtaining written approval from the Deputy City Manager.

No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm, nor shall anything in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may then otherwise exist without regard to this Agreement.

ARTICLE 15 - INTEGRATION AND MODIFICATION

This Agreement is adopted by the CITY and CONSULTANT as a final, complete and exclusive statement of the terms of the Agreement between the CITY and CONSULTANT. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and CONSULTANT pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the CITY and CONSULTANT.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The CITY and CONSULTANT each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement. Any assignment, sale, pledge or conveyance of this agreement by CONSULTANT must be previously approved in writing by the CITY, whose consent may be reasonably withheld.

ARTICLE 17 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - OWNERSHIP OF DOCUMENTS

CONSULTANT shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, reports, or other information prepared under this Agreement shall become the property of the CITY upon completion, for its use and distribution as may be deemed appropriate by the CITY.

ARTICLE 19 – MAINTENANCE OF RECORDS

CONSULTANT will keep adequate records and supporting documentation which concern or reflect the Services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from (a) the date of termination of this Agreement or such later date as may be required by law. CITY, or any duly authorized agents or representatives of CITY, shall, free of charge, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above, or such later date as may be required by law; provided, however, such activity shall be conducted only during normal business hours.

The records specified above include accurate time records, which CONSULTANT agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of CONSULTANT in performing the Services and therein specifying the services performed by each, with all such time records to be kept within one-half of an hour. At the request of CITY, or as specified in the Work Order, CONSULTANT shall furnish to CITY any of the aforesaid time records, as well as invoices or proofs showing CONSULTANT'S incurrence and/or payment of any reimbursable expenses.

ARTICLE 20 – PUBLIC RECORDS

A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT provides services and shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service; and
2) Provide the public with access to such public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4) Meet all requirements for retaining public records and transfer to the CITY, at no cost to the CITY, all public records in possession of the CONSULTANT upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

B. The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement and the CITY shall enforce the default in accordance with the provisions set forth in Article 10.

ARTICLE 21 – PUBLIC ENTITY CRIMES

By its execution of this Agreement, CONSULTANT acknowledges that it has been informed by CITY of and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 22 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To CITY

City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432
Fax: 561-367-7014
Email: ssaxton@myboca.us

Attention: George S. Brown, Deputy City Manager
with copy to Susan S. Saxton, City Clerk

As to CONSULTANT:
Ballard Partners, Inc.
403 East Park Avenue
Tallahassee, Florida 32301
Fax: 850-577-0022
Email: ballard@ballardfl.com
Attention: Brian D. Ballard, President

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and email is acceptable notice effective when received, however, facsimiles and emails received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

ARTICLE 23 – PROJECT TEAM

Brian D. Ballard, President
Mathew Forrest, Partner
William Gregory Turbeville, Sr. Vice President
Carol L. Bracy, Vice President
Stephanie Grutman, Consultant

Project Team members may be changed only with the prior written approval of the Deputy City Manager.

ARTICLE 24 – USE OF SUBCONSULTANTS OR SUBCONTRACTORS

No subconsultants or subcontractors will be used for the Services.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council directing the foregoing be adopted, has caused these presents to be signed by the Mayor, and its seal to be hereunto affixed, and Ballard Partners, Inc. has executed this agreement, all as of the day and year first above written.

CITY OF BOCA RATON

Attest: Susan S. Saxton
City Clerk

Date: 12/14/2015

By: Susan Haynie
Susan Haynie
Mayor

Approved as to Form and Legal Sufficiency:

By: Diana Grub Frantz
City Attorney

BALLARD PARTNERS, INC.

Attest: Carol L. Macy
Corporate Secretary

(Affirm Corporate Seal)

Date: November 10, 2015

By: [signature]
Signature

(Seal)

Name: Brian D. Ballard

Title: President
President (or other duly authorized Officer)
(Attach Resolution/Bylaw of authorization if no President)

Approved by City Council on December 8, 20 15, Item # 9.C.

ATTACHMENT A
SCOPE OF SERVICES

A. SCOPE OF SERVICES

The CONSULTANT, in accordance with the highest legal, ethical and professional standards, shall consult and advise the CITY, as requested, on permitting and funding issues and all proposed or pending legislation before the Florida Senate and House of Representatives in regular session, special session or committee, and on regulatory or funding matters before the Governor, Cabinet, State agencies or other public bodies of the State. CONSULTANT shall assist the City Manager and/or designees through various means, including contact with and representation before the Florida State Legislature, the Governor, State agencies and other public bodies of the State. The services by the CONSULTANT shall include, but not be limited to:

1. Assisting in the formulation of strategies to deal with the governmental agencies and State departments that regulate and fund municipal programs in areas of importance to Boca Raton: land development, transportation, water & wastewater, security & emergency preparedness, environment, home rule, and appropriations.
2. Monitoring, identifying and prioritizing any and all proposed legislation that may impact the CITY.
3. Assisting in development and evaluation of strategies for the support, opposition and/or amendment of pending legislation directly affecting the CITY.
4. Advocating CITY interests during the legislative or regulatory process through face-to-face, electronic and written communications with appropriate persons.
5. Identifying, analyzing and reporting political and/or policy trends that may effect the direction or development of legislation that may impact the CITY.
6. Assisting the CITY in obtaining and facilitating State grants and permits.
7. Ensuring receipt of all funding directly allocated to the CITY in State department budgets.
8. Providing documentation and research materials upon request.
9. Providing the CITY with a written report of activities at any time upon request.
10. Providing the CITY with biweekly reports during the regular legislative session and any special session, and a summary of all legislative changes at the end of all regular or special sessions.
11. Maintaining a full-time functional office in Tallahassee with ability to provide consistent attendance/presence at legislative sessions, meetings, etc. in Tallahassee.
12. Maintaining a clear understanding of the City of Boca Raton, and policy and funding issues important to the CITY.
13. Maintaining a clear strategy for representing the CITY at meetings with key legislators, State staff and members of the Governor's Office.

Beyond the list of actions items identified by the CITY, CONSULTANT will track, monitor and report on legislative issues that will have an impact on the City.

B. IMPLEMENTATION PLAN

CONSULTANT will follow an implementation plan as summarized below, and on an as needed basis, revisit the priority list established by the CITY which will be provided to the CONSULTANT on an annual basis.
The priorities the CONSULTANT will advocate for or against will be determined in conjunction with the CITY, and an action plan that includes time frames and objectives will be developed.

The CONSULTANT will facilitate communication between the CITY and the legislative delegation. It is imperative that all sides understand the legislative priorities outlined by the CITY and that achievable goals and expectations are communicated between both parties.

Summary of Implementation Plan

- Working with CITY staff, identify and review all areas of concern and establish legislative, policy and appropriations goals and priorities to be addressed
- Develop and communicate an overall strategy and detailed action plan for accomplishing the established goals
- Proactively work with key legislators, committee chairs, legislative staff and executive branch leaders to implement the overall strategy for the CITY
- Track, monitor and report on legislation impacting the CITY
- Meet with CITY staff to establish specific strategy for appropriations goals
- Prepare and process applications for relevant Legislative Budget Requests in furtherance of the CITY'S appropriations goals
- Assist with pursuing funding from local, state and federal sources
- Communicate with CITY staff by email, phone calls, conference calls, in-person meetings and written reports.

C. EXPERT TESTIMONY

In the event CONSULTANT is called on to provide expert advice and/or expert witness testimony in any court or administrative proceeding arising from or related to projects for which Consultant provides services under this agreement, Consultant shall provide those services at the rate proposed in Attachment B.

ATTACHMENT B

COMPENSATION FOR SERVICES

The CITY shall pay to the CONSULTANT for providing and performing the state lobbying services described in Attachment A set forth as follows:

$ 50,000 lump sum annual fee for provision of state lobbying services.

- Annual fee is a lump sum amount.
- The annual fee will be prorated into 12 monthly installments.
- The annual fee shall be all inclusive and no additional fees for expenses (i.e. travel, registration fees, per diem, etc.) will be paid/reimbursed.
- The CITY's payment terms are net 30 days.

Hourly rate for Expert Witness Services: $ 250.00
(reimbursement for travel shall be a direct pass through, and approved in advance by the City in the event that Expert Witness Services are required in conjunction with the scope of services herein.)