

CONTRACT FOR SERVICES

This contract is entered into between City of Winter Haven, Florida (“the Client”), 451 3rd St NW, Winter Haven, FL 33881 and Ballard Partners, Inc. (“the Firm”), 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 November 19, 2019 and shall remain effective until November 18, 2020 (initial term), at which time the City has the option of extending this agreement until November 17, 2021. After the initial term, this agreement may be terminated within thirty (30) days written notice by either party.

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 Firm shall receive from the Client \$75,000 for this agreement, plus the reasonable costs associated with the representation, including but not limited to, lobbyist registration fees, excluding costs typically associated with the operation of an office, such as overhead, staff, and equipment. The fee shall be paid in 12 installments of \$6,250 a month, beginning November 19, 2019, and continuing to be due on the nineteenth of each month until the termination of the agreement. The Firm will bill costs monthly.

5. Public Records. The parties acknowledge that Florida Statute 119.0701(2)(a) requires the following recitation be included in any public agency contract for services:

5.1. To the extent that Florida Statute 119.0701 applies to the services hereunder, the Firm agrees to keep and maintain public records required by the Client to perform the services specified herein.

5.2. Upon request from the Client's custodian of public records, the Firm shall provide the Client 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 of the Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

5.3. 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 this Agreement term and following completion of this Agreement if the Firm does not transfer the records to the Client.

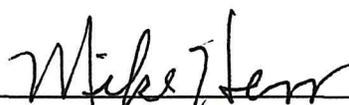
5.4. Upon completion of this Agreement, transfer, at no cost, to the Client all public records in possession of the Firm or keep and maintain public records required by the Client to perform the service. If the Firm transfers all public records to the Client upon completion of this Agreement, the Firm 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 this 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 Client's information technology systems.

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 VANESSA CASTILLO, CITY CLERK, THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, EXT. 224, VCASTILLO@MYWINTERHAVEN.COM, 451 N.W. THIRD STREET, WINTER HAVEN, FLORIDA 33881.

If the Firm does not comply with the Client's request for records as set forth in this Agreement, the Client shall enforce this Agreement, which may include immediate termination.

CITY OF WINTER HAVEN, FLORIDA

BALLARD PARTNERS, INC.


By: Mike Herr
Title: City Manager


By: Brian D. Ballard
Title: President

Date: 11/20/19

Date: 11/20/2019