



May 5, 2026 - Regular Meeting

Subject

Termination of Agreement No. 23-TA004640JE for Federal Lobbying Services

Category

COMMISSIONER AGENDA/COMMENTS

Briefings

None

Contact and/or Presenter Information

Commissioner Siddique, 941-392-1740

Action Requested

Motion to direct:

1. The County Administrator or his designee to prepare a written notice of intent to terminate Agreement No. 23-TA004640JE between Manatee County and Ballard Partners, Inc. for federal lobbying services, as contemplated by Article 9.B. and send same once in a form deemed legally sufficient by the County Attorney's Office.
2. The County Administrator, or designee, to coordinate with Ballard Partners, Inc. to ensure a smooth transition and closeout, including collection of all deliverables, final reports, and outstanding records of work performed on behalf of the County.
3. The County Administrator of his designee to take all necessary administrative actions to formally conclude the contract, including verifying that all federal lobbying disclosures and filings listing Manatee County as a client have been properly terminated and documented.

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

On March 28, 2023, the Board of County Commissioners approved Agreement No. 23-TA004640JE with Ballard Partners, Inc. for federal lobbying services, authorizing the firm to represent Manatee County before the legislative and executive branches of the federal government.

The agreement provided for an annual expenditure of approximately \$180,000, with automatic one-year renewals on each anniversary date unless otherwise terminated.

Under the agreement, Ballard Partners was tasked with advocating for the County's priorities in Washington, D.C. in consultation with the Board and County staff.

Termination of the agreement will allow the County to

- Reassess its federal legislative strategy;
- Ensure all work products and federal filings are formally closed out to maintain compliance with federal lobbying disclosure laws; and
- Provide a clean transition for any future lobbying representation or internal government relations strategy.

All required notice provisions, final payments for services rendered, and administrative steps will be handled by County Administration with guidance from the County Attorney's Office to ensure proper contract closure.

Attorney Review

Other (Requires explanation in field below) D'Agostino
Not formally reviewed; the CAO assisted with drafting the motion

Instructions to Board Records

N.A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



AGREEMENT No. 23-TA004640JE

FEDERAL LOBBYING SERVICES

between

**MANATEE COUNTY
(COUNTY)**

and

**BALLARD PARTNERS, INC.
(LOBBYIST)**

AGREEMENT NO. 23-TA004640JE FOR FEDERAL LOBBYING SERVICES

THIS AGREEMENT is made and entered into as of this 28th day of March, 2023 (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **BALLARD PARNTERS, INC.**, a Florida corporation, (“**LOBBYIST**”) with offices located at 201 East Park Avenue, 5th Floor, Tallahassee, FL 32301, and duly authorized to conduct business in the State of Florida. **COUNTY** and **LOBBYIST** are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, **LOBBYIST** engages in the business of lobbying services; and

WHEREAS, **COUNTY** has determined that it is necessary, expedient and in the best interest of **COUNTY** to retain **LOBBYIST** to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a non-competitive agreement in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the **COUNTY** and **LOBBYIST**, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

LOBBYIST shall provide non-professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the Effective Date and remain in force for an initial term of one (1) year and shall automatically renew for one (1)-year periods on the anniversary of the effective date of the agreement unless terminated by **COUNTY** pursuant to Article 9.

ARTICLE 4. COMPENSATION

- A. LOBBYIST shall be compensated for the Services and all expenditures incurred in providing the Services.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay LOBBYIST for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify LOBBYIST that the deliverable, or any part thereof, is unacceptable.
- D. COUNTY shall have the right to retain from any payment due LOBBYIST under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by LOBBYIST on any other Agreement between LOBBYIST and COUNTY.
- E. All costs of providing the Services shall be the responsibility of LOBBYIST.
- F. Any dispute between COUNTY and LOBBYIST with regard to the Services or LOBBYIST'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF LOBBYIST

- A. LOBBYIST shall appoint an Agent with respect to the Services to be performed by LOBBYIST pursuant to this Agreement. LOBBYIST'S Agent shall have the authority to make representations on behalf of LOBBYIST, receive information, and interpret and define the needs of LOBBYIST and make decisions pertinent to the Services. LOBBYIST'S Agent shall have the right to designate other employees of LOBBYIST to serve in his or her absence. LOBBYIST reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. LOBBYIST shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. LOBBYIST shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.

- D. LOBBYIST shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. LOBBYIST shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. LOBBYIST attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. LOBBYIST shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of LOBBYIST'S work under this Agreement. LOBBYIST shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. LOBBYIST shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. LOBBYIST agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. LOBBYIST shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by LOBBYIST under this Agreement. LOBBYIST shall, without additional compensation, correct or revise any errors or deficiencies in the Services.
- H. LOBBYIST shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. LOBBYIST shall not sublet, assign or transfer any Services without prior written consent of COUNTY.
- I. COUNTY may require in writing that LOBBYIST remove from the Services any of LOBBYIST'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.
- J. LOBBYIST understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. LOBBYIST agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay LOBBYIST any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County

Representative, provided that LOBBYIST is given advance written notice thereof.

- B. COUNTY shall make available, at no cost to LOBBYIST, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to LOBBYIST whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of LOBBYIST and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist LOBBYIST. The availability and necessity of said personnel to assist LOBBYIST shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to LOBBYIST.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). LOBBYIST hereby assigns and transfers all rights in the Intellectual Property to COUNTY. LOBBYIST further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

- 1. COUNTY shall have the right, by written notice to LOBBYIST, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to perform the Services within the time specified in this Agreement; or
 - c. Work that is at a rate that disrupts the overall performance of this Agreement.
- 2. Prior to termination for default, COUNTY shall provide adequate written notice to LOBBYIST, affording LOBBYIST the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result

in termination action.

3. Such termination may also result in suspension or debarment of LOBBYIST in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. LOBBYIST shall be liable for any damage to COUNTY resulting from LOBBYIST'S default of the Agreement.
4. In the event of termination of this Agreement, LOBBYIST shall be liable for any damage to COUNTY resulting from LOBBYIST'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, LOBBYIST shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, LOBBYIST shall:
 - a. Stop the Services on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
 - c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
 - d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide LOBBYIST a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, LOBBYIST shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the LOBBYIST to properly perform pursuant to this Agreement. LOBBYIST shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, LOBBYIST shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by LOBBYIST to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require LOBBYIST to perform and, if so required, LOBBYIST shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;

- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.
- B. LOBBYIST agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by LOBBYIST pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. LOBBYIST shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

LOBBYIST shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. LOBBYIST shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. LOBBYIST shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate LOBBYIST'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or LOBBYIST made by any local, state or federal agency. To the extent such materials are in the possession of a third party, LOBBYIST must obtain them from that

third party, or certify in writing to COUNTY why it was unable to do so. LOBBYIST shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- C. LOBBYIST shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by LOBBYIST. LOBBYIST shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent LOBBYIST is performing services on behalf of COUNTY, LOBBYIST shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY 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, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if LOBBYIST does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of LOBBYIST or keep and maintain public records required by COUNTY to perform the service. If LOBBYIST transfers all public records to COUNTY upon completion of this Agreement, LOBBYIST shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LOBBYIST keeps and maintains public records upon completion of this Agreement, LOBBYIST shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF LOBBYIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

ARTICLE 16. INDEMNIFICATION

- A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.
- B. LOBBYIST will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of LOBBYIST and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

- A. LOBBYIST shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that

comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.

- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by LOBBYIST and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

LOBBYIST warrants that it has not employed or retained any company or person other than a bona fide employee working solely for LOBBYIST to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for LOBBYIST, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

LOBBYIST shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event LOBBYIST asserts it is necessary to utilize the services of third parties to perform any of the Services, LOBBYIST shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve LOBBYIST from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to LOBBYIST as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the LOBBYIST, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

LOBBYIST warrants that it has not employed or retained any company or person other than a bona fide employee working solely for LOBBYIST to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for LOBBYIST, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by LOBBYIST:

Brian D. Ballard – President
Dan McFaul - Partner

LOBBYIST shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If it is determined by either party that a sub-contractor will be required in order to complete the services as described in **Exhibit A**, LOBBYIST shall request the use of a sub-contractor in writing and receive prior written approval from COUNTY.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, LOBBYIST shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
 County Administration
 Attn: County Administrator
 1112 Manatee Avenue West
 Bradenton, FL 34205
 Phone: (941) 748-4501

To LOBBYIST: Ballard Partners, Inc.
 Attn: Dan McFaul

201 East Park Avenue, 5th Floor
Tallahassee, FL 32301
Phone: (850) 324-4866
Email: dan@ballardpartners.com

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of LOBBYIST to COUNTY shall be that of an independent Lobbyist. Nothing herein contained shall be construed as vesting or delegating to LOBBYIST or any of the officers, employees, personnel, agents, or sub-Lobbyists of LOBBYIST any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to LOBBYIST in connection with this Agreement or for debts or claims accruing to such parties. LOBBYIST shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, LOBBYIST, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

ARTICLE 28. ETHICAL CONSIDERATIONS

LOBBYIST recognizes that in rendering the Services, LOBBYIST is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition LOBBYIST shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. LOBBYIST shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

LOBBYIST has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that LOBBYIST comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, LOBBYIST is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect LOBBYIST'S normal tax liability.

LOBBYIST shall be responsible for payment of federal, state, and local taxes which may be imposed upon LOBBYIST under applicable law to the extent that LOBBYIST is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by LOBBYIST or supplied by LOBBYIST pursuant to this Agreement shall not knowingly infringe any patent or copyright, and LOBBYIST shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by LOBBYIST in the performance of the Services.

ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 40. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

BALLARD PARTNERS, INC.

By: 

Printed Name: Brian D. Ballard

Title: President

Date: March 10, 2023

**MANATEE COUNTY, a political subdivision
of the State of Florida**



Chairperson
Manatee County Board of County Commissioners

Date: March 28, 2023



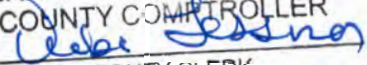
**ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER**
BY: 
DEPUTY CLERK

EXHIBIT A, SCOPE OF SERVICES

- A. LOBBYIST shall provide lobbying services to the County and represent the County on matters before the legislative and executive branches of the federal government. All such services will include consultation with the County through its Board of County Commissioners and professional staff. The Board of County Commissioners will be the County's primary point of contact.
- B. All lobbying work shall be carried out in accordance with general policies and goals set by the County Commission. The Board of County Commissioners shall communicate the County's priorities and positions to LOBBYIST, and will also independently monitor legislative proposals, agency actions, funding opportunities or threats, and circulate those to pertinent County staff for review, comment and possible instructions to LOBBYIST.
- C. The services and assistance LOBBYIST shall provide to County shall generally include:
 - 1. Monitoring legislative or executive initiatives which may affect the County or its revenues, expenses, authority, status, or other goals, objectives or policies, and communicating such initiatives to the County;
 - 2. Advocating County positions and priorities to the Congress, President's office, and executive agencies;
 - 3. Providing more detailed advice, analysis and research relating to issues of particular importance to the County, and suggesting strategies for responding or reacting to threats, challenges or opportunities in the legislative or regulatory realm;
 - 4. Helping the County develop legislative and executive branch lobbying strategies, and implementing such strategies during each congressional session; and
 - 5. Advocating for congressional appropriations and other available federal agency-administered funding available to the County, and assisting County staff in the identification of new funding sources or opportunities; and
 - 6. Organizing and, where possible, attending meetings in Washington D.C. among elected or appointed officials or their staffs and County officials; and
 - 7. Providing periodic reports to the County's elected Commissioners, which may include presentations in person, or via telephone or video conference.
- D. Effective lobbying services are greatly impacted by individual experience and firmly established relationships with elected and appointed officials and their staffs. LOBBYIST shall have the appropriate contacts and established relationships to further the County's legislative or executive initiatives.

- E. LOBBYIST shall ensure that all relevant laws, rules and procedures applicable to lobbyists performing such services are complied with at all times.
- F. LOBBYIST agrees to refrain from accepting any other client or cause which would cause it to advocate for policies or funding requests inconsistent with its duty to represent the interests of the County. All possible conflicts shall be reviewed with the County, which will not unreasonably withhold approval of such other clients or assignments.

END EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

LOBBYIST shall be compensated for lobbying services described herein based upon a monthly retainer fee of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), inclusive of all expenses related to providing the Services.

If reimbursable expenses are incurred with prior written approval from the COUNTY, reimbursable expenses shall be reimbursed at-cost. No mark-up percentage on reimbursable expenses shall be authorized.

Travel, at the written request of the County, to be reimbursed in accordance with the limitations provided for in Florida Statute Section 112.061 excluding travel in Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough Counties.

Additional Services at the Request of the County

At the request of the County, additional services shall be negotiated on a fixed fee per deliverable basis.

END EXHIBIT B

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Leon

BEFORE ME, the undersigned authority, this day personally appeared Brian D. Ballard as President of Ballard Partners, Inc., (hereinafter "LOBBYIST") with full authority to bind LOBBYIST, who being first duly sworn, deposes and says that LOBBYIST:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require LOBBYIST to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 23-TA004640JE for Federal Lobbying Services.

DATED this 10 day of March, 2023.

Brian D. Ballard
LOBBYIST Signature

The foregoing instrument was sworn to and acknowledged before me this 10 day of March, 2023, by Brian D. Ballard, as President of Ballard Partners, Inc. He / She is personally known to me or has produced _____

[TYPE OF IDENTIFICATION] as identification.

Shanna Kaye Crawley
Notary Signature
Commission No. HH 308838

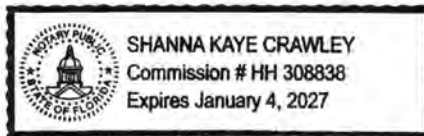


EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

The LOBBYIST will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The LOBBYIST shall obtain and submit to the Procurement Division within ten (10) calendar days from contract execution, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the LOBBYIST, his agents, representatives, and employees; products and completed operations of the LOBBYIST; or automobiles owned, leased, hired or borrowed by the LOBBYIST. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the LOBBYIST shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The LOBBYIST'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of LOBBYIST's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the LOBBYIST for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, LOBBYIST shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming

“Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, LOBBYIST will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project’s agreement number and title shall be listed on each certificate.
- d. LOBBYIST shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. LOBBYIST agrees that should at any time LOBBYIST fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The LOBBYIST waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The LOBBYIST has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the LOBBYIST'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. LOBBYIST shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or LOBBYIST shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to

review the LOBBYIST's deductible or self-insured retention and to require that it be reduced or eliminated.

- j. LOBBYIST understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of LOBBYIST'S obligation to provide and maintain the insurance coverage specified.
- k. LOBBYIST understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

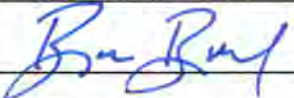
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LOBBYIST'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: March 10, 2023

Lobbyist's Name: Ballard Partners, Inc.

Authorized Signature: 

Printed Name/Title: Brian D. Ballard, President

Insurance Agency: Legacy Insurance Solutions

Agent Name: Tina O'Donnell

Agent Phone: 850-894-2333

Please return this completed and signed statement with your agreement.

APPROVED in Open Session
3/28/2023

Manatee County Board of County
Commissioners



Board of County Commissioners March 28, 2023 - Regular Meeting

Subject

Execution of Agreement No. 23-TA004640JE for Federal Lobbying Services

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Contact: Jacob Erickson - Purchasing Official, Financial Management Department, Ext. 3053

Action Requested

Authorization for the Board of County Commissioner Chairperson to execute Agreement No. 23-TA004640JE for Federal Lobbying Services with Ballard Partners, Inc.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

This is a non-complete, single source Agreement with Ballard Partners, Inc. for the provision of federal lobbying services for Manatee County. Ballard Partners, Inc. shall represent the County on matters before the legislative and executive branches of the federal government. All such services will include consultation with the County through its Board of County Commissioners and professional staff. All lobbying work shall be carried out in accordance with general policies and goals set by the County Commission.

The Agreement presented is for one (1) year and shall automatically renew for one (1)-year periods on the anniversary of the effective date of the agreement. The approximate annual expenditure is \$180,000.00 per year however, in order to maximize the legislative lobbying capacity of the firm; all funding shall be in accordance with the Board of County Commissioners-approved budget. Any deviation in funding shall require a Budget Amendment be brought before the Board of County Commissioners for approval prior to the commencement of work.

Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

Instructions to Board Records

Original to Board Records.

Copies to: [Emailed 3/30/2023](#)

Ballard Partners, Inc.: Dan McFaul (dan@ballardpartners.com) / Shanna Crawley (skcrawley@ballardpartners.com)

County Administration: Dana Summers (dana.summers@mymanatee.org)

Procurement Division: Jacob Erickson (jacob.erickson@mymanatee.org) / (approvedeagendas@mymanatee.org)

Cost and Funds Source Account Number and Name

Approximate Annual Expenditure: \$180,000.00 / 001-0015700 - General Fund-General County

Amount and Frequency of Recurring Costs

N/A