OFFICE OF MAYOR LENNY CURRY

ST. JAMES BUILDING
117 W. DUVAL STREET, SUITE 400
JACKSONVILLE, FLORIDA 32202

TEL: (904) 630-1776
FAX: (904) 630-2391
www.coj.net

MEMORANDUM

November 28, 2016

TO: **Greg Pease, Chairman**
Professional Services Evaluation Committee (PSEC)

FROM: **Allison Korman Shelton, Director Intergovernmental Affairs** Allison Korman Shelton
Marlene Russell, Director of Organizational Effectiveness M Russell

RE: **P-06-16 – State Government Relations Consultant – Budget Appropriation**
Contract #10178, Amendment 2

Contract #10178 between the City and Ballard Partners, Inc., for the State Government Relations Consultant Services – Budget Appropriation is set to expire January 27, 2017. Section 4 of the contract allows for two (2), one (1) year renewals. Therefore, the Mayor's Office is requesting to extend the contract for the 1st year of the two (2) one (1) year renewals. Additionally, projects in the coming year require that the maximum contract amount be increased to allow for continuation of services.

Accordingly, this is to recommend that Contract Number 10178, originally executed January 27, 2016, between the City and Ballard Partners, Inc. for State Government Relations Consulting – Budget Appropriation be amended to increase the maximum indebtedness by $120,000.00, to a new maximum of $240,000.00 and to extend the period of service from January 27, 2017 through January 26, 2018, with all other terms and conditions of the Agreement remaining unchanged.

We are requesting to be on the PSEC agenda Thursday, December 1, 2016. Please confirm so we may be present.

MR

Attachments: Original Contract and Amendment 1
Exhibit A
Exhibit B-2

10178

SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BALLARD PARTNERS, INC.
FOR
STATE GOVERNMENT RELATIONS CONSULTANT SERVICES

THIS CONTRACT (the "Contract") is made and entered into this 27 day January, 2016 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and BALLARD PARTNERS, INC. (the "CONSULTANT"), a Florida corporation authorized to transact business in Florida and with its principal offices at 403 East Park Avenue, Tallahassee, Florida 32301.

WHEREAS, the CITY (as the "City") issued a Request for Proposal No. P-06-16 (including all addendum, the "RFP"), bid date November 18, 2015, for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONSULTANT'S response to the RFP dated November 17, 2015 consisting of 38 pages (the "Response"), the CITY has negotiated and awarded this Contract to CONSULTANT;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by CONSULTANT as set forth on Exhibit A attached hereto and incorporated herein by this reference, and as otherwise directed by City in accordance with the RFP and the Response..

2. **Compensation**. CONSULTANT will be paid by the CITY for the Services in accordance with the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00).

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire twelve (12) months thereafter, on January __, 2017, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to two (2), additional one (1) year periods by (i) the CITY in it its sole discretion, upon written notice to CONSULTANT at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments;
- Any amendments to the RFP;
- Specific Information Regarding the RFP (Section 1 of the RFP);
- Description of Services (Section 4 of the RFP) ;
- General Instructions (Section 2 of the RFP);
- General Terms and Conditions of Agreement (Section 3 of the RFP);
- Any Purchase Order under the Contract;
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

City of Jacksonville
117 W. Duval Street, Suite 400
Jacksonville, Florida 32202
Attn: Allison Korman Shelton

With Copy to:

Office of General Counsel
City of Jacksonville
Attn: Government Operations
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

As to the CONSULTANT:

Ballard Partners, Inc.
403 East Park Avenue
Tallahassee, Florida 32301
Attn: Brian D. Ballard

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Allison Korman Shelton, and the CONSULTANT'S Contract Manager is Brian D. Ballard. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONSULTANT. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONSULTANT may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONSULTANT acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By _____
James R. McCain, Jr.
Corporation Secretary

_____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: 10178

Form Approved:

_____
Office of General Counsel

ATTEST:

BALLARD PARTNERS, INC.,
a Florida corporation

By _____
Signature

Shanna Kaye Crawley
Type/Print Name

Executive Assistant
Title

By _____
Signature

Brian D Ballard
Type/Print Name

President
Title

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P-06-16 – State Government Relations Consultant

Exhibit A

Scope of Services

Budget Appropriation – Ballard Partners

Scope of Services

Services agreed to by Ballard Partners are to include but not limited to identifying opportunities for funding based on the needs and priorities of the City of Jacksonville. The list below is not considered all-inclusive.

Budget Appropriation

- Monitor current state legislation budget process and report to the City both orally and in writing, any legislation events that may directly or indirectly impact the City.
- Secure state monies from various agencies to assist the City in achieving its annual list of goals, priorities and specific projects.
- Monitor, analyze, and track authorizations and appropriation bill and recommend the appropriate strategy.
- Identify projects with potential funding based on the needs and priorities of the City of Jacksonville.
- Represent the City of Jacksonville before appropriations committees as required

P-06-16 – State Government Relations Consultant

Exhibit B

Fee Schedule

Budget Appropriations – Ballard Partners

Contract Annual Amount, Not-to-Exceed	$ 50,000.00

Authorized Task #1

January, 2016 – April, 2016: Consultant and coordinating subconsultant is authorized a total of $40,000.00, consisting of $5,000.00 per month for Consultant and $5,000.00 per month for coordinating subconsultant to provide lobbyist services as outlined in Exhibit A, Scope of Services.

The fee is inclusive of all costs including travel, lobbyist registration fees, and legislative tracking.

Authorized Task #2

Additional services as may be required as outlined in Exhibit A, Scope of Services, for authorization of work and the maximum indebtedness is a not-to-exceed of $50,000.00.

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

January 7, 2016

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-06-16 State Government Relations Consultant – Budget Appropriation
Office of the Mayor

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company for the above-captioned project.

The following motion and/or recommendation was **adopted**:

That the City of Jacksonville enter into a contract with the Ballard Partners as State Government Relations Consultants – Budget Appropriation by (i) incorporating the attached Scope of Services identified as Exhibit "A"; (ii) incorporating the attached Contract Fee Schedule identified as Exhibit "B"; (iii) providing a period of service from date of execution of the contract to One year with two (2) additional one-year renewals remaining at terms mutually agreeable; (iv) providing an amount of $50,000.00 for the services; and (v) providing a not-to-exceed maximum indebtedness to the City of $50,000.00. All other terms and conditions are per the RFP and the City's standard contract language. Nothing contained herein shall be amended, modified, or otherwise revised with prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

MR

Lenny Curry, Mayor

This 7th day of January, 2016

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

GP: ab

cc: Council Auditor
James McCain OGC
Philip Boston, GAD
Subcommittee Members

AMMENDMENT

P-6-16

10178
Amd 1

FIRST AMENDMENT TO SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BALLARD PARTNERS, INC.
FOR
STATE GOVERNMENT RELATIONS CONSULTANT SERVICES-
BUDGET APPROPRIATION

THIS FIRST AMENDMENT to Contract is made and entered into this 11 day April, 2016, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "CITY"), and BALLARD PARTNERS, INC., a Florida corporation authorized to transact business in Florida with its principal offices at 403 East Park Avenue, Tallahassee, Florida 32301 (the "CONSULTANT").

WHEREAS, on January 27, 2016, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 10178 (hereinafter the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by revising the Contract Fee Summary, as reflected in **Exhibit "B-1"**, attached hereto and incorporated herein by this reference, and by increasing the maximum indebtedness by $70,000.00 to a new not-to-exceed total maximum indebtedness of $120,000.00, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct, and are incorporated herein and made a part hereof by this reference.

2. Section 2 of said Contract is amended by revising the Contract Fee Summary as reflected in **Exhibit "B-1"**, and as amended shall read as follows:

> **"2. <u>Compensation</u>.** CONSULTANT will be paid by the CITY for the Services in accordance with the Rate Schedules attached hereto as **Exhibits 'B'** and **'B-1'** and incorporated herein by this reference."

3. Section 3 of said Contract is amended by increasing the maximum indebtedness by $70,000.00 to a new not-to-exceed total maximum indebtedness of $120,000.00, and as amended shall read as follows:

"2. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($120,000.00)."

4. Add, attach, and incorporate new **Exhibit "B-1"** to and in said Contract.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract No. 10178, 1st Amendment

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature
Shanna Kaye Cawley
Type/Print Name
Executive Assistant
Title

BALLARD PARTNERS, INC.,
a Florida corporation

By _____
Signature
Brian D. Ballard
Type/Print Name
President
Title

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P-06-16 – State Government Relations Consultant

Exhibit B-1

Fee Schedule

Budget Appropriations – Ballard Partners

Amendment #1 – Revised Contract Annual Amount, Not-to-Exceed	$120,000.00

Authorized Task #2

May, 2016 – December, 2016: Consultant and coordinating subconsultant is authorized a total of $80,000.00, consisting of $5,000.00 per month for Consultant and $5,000.00 per month for coordinating subconsultant to provide lobbyist services as outlined in Exhibit A, Scope of Services.

The fee is inclusive of all costs including travel, lobbyist registration fees, and legislative tracking.

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

160218

#10178

March 24, 2016

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-06-16 State Government Relations Consultant – Budget Appropriation (Amendment No. 1)
Office of the Mayor

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion/recommendation was **adopted:**

That Contract # 10178 between the City of Jacksonville and The Ballard Partners, Inc., for State Government Relations Consultant Services – Budget Appropriation, is amended to (i) incorporate the Contract Fee Summary identified as Exhibit "B-1"; and (ii) increase the maximum indebtedness by $70,000.00 to a new not-to-exceed total maximum of $120,000.00 All other terms and conditions shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

N.H.

APPROVED:

Lenny Curry, Mayor

This 25th day of March, 2016

GP:ab

cc: Council Auditor
James McCain, OCC
Philip Boston, CAO
Subcommittee Members

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Mitchell, Pearl

From: Pearson, Daniel
Sent: Tuesday, April 12, 2016 3:01 PM
To: Mitchell, Pearl; Smith, Luz
Subject: FW: Ballard Partners, #10178 Amd #1
Attachments: Ballard Partners, Inc. #10178 Amd #1 Service Contract for State Govt Relations consultant Svcs.pdf

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From: Dwyer-Frazee, Ivy
Sent: Tuesday, April 12, 2016 3:00:56 PM (UTC-05:00) Eastern Time (US & Canada)
To: Russell, Marlene
Cc: Korman Shelton, Allison; Gray, Melba; Williams, Wisteria; Pearson, Daniel; Dwyer-Frazee, Ivy
Subject: Ballard Partners, #10178 Amd #1

An original is being returned to you via interoffice mail for further handling with the vendor. The corporation secretary has retained an original for its files.

Courtesy pdf attached.

Thank you, Ivy

Ivy L. Dwyer-Frazee
Legal Assistant to:
James R. McCain, Jr.,
Corporation Secretary and Assistant General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202
904-630-1212, ext. 5743
904-630-1731 (fax)
Email: idfrazee@coj.net
www.coj.net

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