City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE.

07/16/19 11:38:46
Procurement Division

MEMORANDUM

July 12, 2019

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

FROM: **Jordan Elsbury, Director Intergovernmental Affairs**
Marlene Russell, Director of Organizational Effectiveness

RE: **P-17-17 – Federal Government Relations Consultant Services**
Contract #10178-01 Amendment 3

Contract #10178-01 between the City and Ballard Partners, Inc., for the Federal Government Consultant Services is set to expire September 30, 2019. Section 4 of the contract allows for three (3), one (1) year renewals. Therefore, the Mayor's Office is requesting to extend the contract for the 3rd year of the three (3) 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 10178-01, originally executed April 21, 2017, and amended August 10, 2018 between the City and Ballard Partners, Inc., for Federal Government Relations Consulting Services be amended to increase the maximum indebtedness by $180,000.00, to a new maximum of $615,000.00 and to extend the period of service from October 1, 2019 through September 30, 2020, with all other terms and conditions of the Agreement remaining unchanged.

We are requesting this item be on the next PSEC agenda. Please confirm so we may be present.

MR

Attachments: Original Contract and Amendment's 1 and 2
Exhibit A – Scope of Services
Exhibit B-3 – Contract Fee Summary

P-17-17 – Federal Government Relations Consultant

Exhibit A

Scope of Services

Scope of Services

Ballard Partners, Inc., will, in accordance with the highest legal, ethical and professional standards, provide at the direction of designated City officials, federal lobbying services including but not limited to the following services (hereinafter referred to as the "Services"):

- Identify, review, and analyze any and all federal legislative bills, resolutions, journals, votes, fiscal notes, and all relevant discourse pertaining to the federal government in a timely manner to assist the City in determining its policy positions;
- Provide, upon request, timely written reports of federal legislative matters for current or incoming fiscal year and the progress of work to the Mayor or his designated representatives;
- Assist in the formulation of a Federal funding and policy agenda, working with the Mayor or designated representative;
- Represent the City's interests in the Federal budget process;
- Testify and lobby on behalf of the City as necessary;
- On issues where State and Federal policy overlap, coordinate and collaborate with the City's contracted State Lobbyist as necessary;
- Provide advice, recommendations, support services including, but not limited to, correspondence, briefing papers, talking points, written summaries to the City to develop and implement a timely and technologically-efficient process to forecast, screen assign, review, analyze, and respond to federal legislative matters and federal grant funding opportunities;
- Represent and advocate, as designated, the City's position on federal matters to elected members of Congress, the President and Executive branch officials, Congressional Staff, elected City officials, other lobbyists, community groups, and any other designated persons;
- Provide assistance in establishing strategy, obtain sponsors and co-sponsors in each house for matters designated by the City, establish and maintain successful working relationships with the Congressional legislative leadership, employees and officials at federal agencies administering programs and grant funding opportunities, interested organizations, community groups and other legislators and staff to achieve passage or defeat of legislation as directed by the City;

- Ballard Partners, Inc., shall be required to provide the following services to the City as part of a negotiated flat lump sum monthly fee (to include all direct expenses). The services may include acquiring sponsors and supporters for City legislative, financial or administrative initiatives in the following areas:
- Economic Development and Enterprise Zones Legislation
- Community Redevelopment Legislation, including CRA's
- Transportation Initiatives and Funding
- Protection of City Revenue Sources
- Water and Wastewater Initiatives
- Stormwater Management Initiatives
- Telecommunications and E-Commerce
- Property Tax Legislation
- Environmental Sustainability
- Growth Management and Land Use
- Parks, Recreation and River Initiatives
- Public Safety and Law Enforcement
- Discretionary Grants
- Port Dredging and Expansion
- Energy Savings Initiatives
- Infrastructure Repair or Development
- Community Health and Wellness
- City Facility Expansion or Improvement Projects

The consultant will be expected to demonstrate the knowledge of the federal branches of the government and demonstrate the ability to work with the federal government in order to achieve the City's federal legislative agenda. In addition, the consultant will be expected to be familiar with the wide range of projects and activities of the City and to advise the City of pending legislation or regulations that might materially impact those projects and activities.

The consultant should have a proven ability to build coalitions with the Congressional legislative leadership and others federal agencies in furtherance of the City's goals.

The consultant will be expected to be familiar with and able to seek funding assistance for high priority projects identified in the City's agenda.

To the extent the consultant anticipates the utilization of sub-consultants to perform any

of the scopes of work contemplated hereunder, including, but not limited to those listed above, the consultant is expected to identify in detail each such sub-consultant, as well as the scope(s) of work anticipated to be performed by the same.

The consultant shall attend any meetings requested to share progress on the City's legislative agenda.

In performance of these duties described herein, the Consultant will produce monthly status reports due on the first of each month the contract is in effect. The Consultant will also complete at least once a month calls to the City or face to face meetings at dates and times that are mutually agreeable to discuss strategy and status of activities.

P-17-17 – Federal Government Relations Consultant

Exhibit B-3

Fee Schedule

Contract Amount – October 1, 2019 – September 30, 2020	$180,000.00
Contract – Not to Exceed	$615,000.00

Authorized Task #4

October 1, 2019 – September 30, 2020: Consultant is authorized a total of $180,000.00, consisting of $15,000.00 per month for Consultant to provide federal 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.

10178-01
Amd 2

SECOND AMENDMENT TO SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BALLARD PARTNERS, INC.
FOR
FEDERAL GOVERNMENT RELATIONS CONSULTANT SERVICES

THIS SECOND AMENDMENT to Contract for federal government relations consultant services is made and entered into this 10 day Aug, 2018, 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 profit corporation with its principal offices at 201 East Park Avenue, 5th Floor, Tallahassee, Florida 32301 (the "CONSULTANT").

WHEREAS, effective May 1, 2017, the parties made and entered into City of Jacksonville Contract No. 10178-01 (the "Contract") for the Services; and

WHEREAS, said Contract has been amended once previously; and

WHEREAS, said Contract should be amended further by revising the Contract Fee Schedule by adding and attaching **Exhibit B-2**, attached hereto and incorporated herein by this reference, by making a conforming reference to **Exhibit B-2**, by increasing the maximum indebtedness by $180,000.00 to a new total maximum indebtedness not to exceed $435,000.00, and by exercising the second of three (3) one (1) year renewal options so as to extend the period of service form October 1, 2018, through September 30, 2019, with one (1) one (1) year renewal option remaining, 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 to amend said Contract 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 making a conforming reference to **Exhibit B-2**, 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 Contract Fee Schedule, attached hereto as **Exhibits B, B-1**, and **B-2** and incorporated herein by this reference."

3. Section 3 of said Contract is amended by increasing the maximum indebtedness by $180,000.00 to a new total maximum indebtedness not to exceed $435,000.00, and as amended shall read as follows:

"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 FOUR HUNDRED THIRTY-FIVE THOUSAND AND 00/100 DOLLARS ($435,000.00)."

4. Section 4 of said Contract is amended by exercising the second of three (3) one (1) year renewal options so as to extend the period of service form October 1, 2018, through September 30, 2019, with one (1) one (1) year renewal option remaining, and as amended shall read as follows:

"4. **Term.** The term of this Contract shall be from May 1, 2017, through September 30, 2019, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for one (1) additional one (1)-year period on terms mutually agreeable to the parties."

5. Add and attach **Exhibit B-2.**

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Contract, as previously amended, 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 Second 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. 10178-01; 2nd Amd.

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Shanna Kaye Crawley
Type/Print Name

Senior Executive Assistant
Title

BALLARD PARTNERS, INC.,
a Florida profit corporation

By _____
Signature

Brian D. Ballard
Type/Print Name

President
Title

GC-#1225184-v1-BallardPartners_10178-01_Amd_#2_FedGov_RelationsConsult_72518

Exhibit B-2

Contract Fee Summary

P-17-17 – Federal Government Relations Consultant

Exhibit B-2

Fee Schedule

Contract Amount – October 1, 2018 – September 30, 2019	$180,000.00
Contract – Not to Exceed	$435,000.00

Authorized Task #3

October 1, 2018 – September 30, 2019: Consultant is authorized a total of $180,000.00, consisting of $15,000.00 per month for Consultant to provide federal 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.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

July 19, 2018

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

170286

Dear Mayor Curry:

Ref: P-17-17 Federal Government Relations Consultant Services (Amendment No. 2)
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 No. 10178-01 between the City of Jacksonville and Ballard Partners, Inc., for Federal Government Relations Consulting Services, be amended to: (i) incorporate the attached Contract Fee Schedule identified as Exhibit 'B-2'; (ii) exercise the second of three renewal options extending the period of service from October 1, 2018 through September 30, 2019, with one (1) renewal remaining; and (iii) increase the maximum indebtedness by $180,000.00 to a new not-to-exceed total maximum of $435,000.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

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

APPROVED:

Lenny Curry, Mayor

This 24th day of July, 2018

GP:ab
cc Council Auditor
Jeff Clase, OGC
Melba Gray, GAD
Subcommittee Members

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

10178-01
Amd 1

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

THIS FIRST AMENDMENT to Contract for federal government relations consultant services is made and entered into this 14 day Sept, 2017, 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 profit corporation with its principal offices at 403 East Park Avenue, Tallahassee, Florida 32301 (the "CONSULTANT").

WHEREAS, effective May 1, 2017, the parties made and entered into City of Jacksonville Contract No. 10178-01 (the "Contract") for the Services; and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by revising the Contract Fee Schedule by adding and attaching **Exhibit B-1**, attached hereto and incorporated herein by this reference, by making a conforming reference to **Exhibit B-1**, by increasing the maximum indebtedness by $180,000 to a new total maximum indebtedness not to exceed $255,000.00, and by exercising the first of three (3) one (1) year renewal options so as to extend the period of service form October 1, 2017, through September 30, 2018, with two (2) one (1) year renewal options remaining, 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 to amend said Contract 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 making a conforming reference to **Exhibit B-1**, and as amended shall read as follows:

> "2. **Compensation**. CONSULTANT will be paid by the CITY for the Services in accordance with the Contract Fee Schedule, 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 $180,000 to a new total maximum indebtedness not to exceed $255,000.00, and as amended shall read as follows:

"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 TWO HUNDRED FIFTY-FIVE THOUSAND AND 00/100 DOLLARS ($255,000.00)."

4. Section 4 of said Contract is amended by exercising the first of three (3) one (1) year renewal options so as to extend the period of service form October 1, 2017, through September 30, 2018, with two (2) one (1) year renewal options remaining, and as amended shall read as follows:

"4. **Term.** The term of this Contract shall be from May 1, 2017, through September 30, 2018, 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 on terms mutually agreeable to the parties."

5. Add and attach **Exhibit B-1**.

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. 10178-01; 1st Amd.

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Carol L. Bracy
Type/Print Name

Treasurer/Secretary
Title

BALLARD PARTNERS, INC.,
a Florida profit corporation

By _____
Signature

Brian D. Ballard
Type/Print Name

President
Title

GC-#1152579-v1-BallardPartners_K10178-01_AMD_#1_FedGov_RelationsConsult.doc

Exhibit B-1

Contract Fee Summary

P-17-17 – Federal Government Relations Consultant

Exhibit B-1

Fee Schedule

Contract Amount – October 1, 2017 – September 30, 2018	$180,000.00
Contract – Not to Exceed	$255,000.00

Authorized Task #2

October 1, 2017 – September 30, 2018: Consultant is authorized a total of $180,000.00, consisting of $15,000.00 per month for Consultant to provide federal 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.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

August 18, 2017

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

Dear Mayor Curry:

Ref: P-17-17 Federal Government Relations Consultant Services (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 No. 10178-01 between the City of Jacksonville and Ballard Partners, Inc., for Federal Government Consultant Services is amended to exercise the first of three(3) renewal options extending the period of service from October 1, 2017 through September 30, 2018, with two (2) options remaining; (ii) incorporate the attached Contract Fee Schedule identified as Exhibit B-1; and (iii) increase the maximum indebtedness by $180,000.00 for the services to a new not-to-exceed total maximum of $255,000.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures, and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
N.H. Chairman, Professional Services
Evaluation Committee

APPROVED:

MA

Lenny Curry, Mayor

This 21st day of August, 2017

GP cb

cc: Council Auditor
Jeff Close, OGC
Melba Grey, GAD
Subcommittee Members

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

10178-01

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

THIS CONTRACT (the "Contract") is made and entered into this 21 day April, 2017, effective May 1, 2017 (the "Effective Date"), 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 profit corporation authorized to transact business in Florida and with its principal offices at 403 East Park Avenue, Tallahassee, Florida 32301 (the "CONSULTANT") for federal government relations consultant services.

WHEREAS, the CITY (as the "Buyer") issued a Request for Proposal No. P-17-17 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONSULTANT'S response to the RFP dated January 25, 2017, consisting of 34 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 in the Scope of Services, attached hereto as **Exhibit A** 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 Contract 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 SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($75,000.00).

4. **Term.** The initial term of this Contract shall be from May 1, 2017, through September 30, 2017, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one (1)-year periods on terms mutually agreeable to 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 and Deliverables (Section 4 of the RFP) ;
- General Instructions to Respondents (Section 2 of the RFP);
- General Contract Conditions (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 West Duval Street, Suite 400
Jacksonville, Florida 32202
Attn: Allison Korman Shelton

With Copy to:

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

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 amendments 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.

11. **Public Records**. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) 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 the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

[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:

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 Number: 10178-01

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Carol L. Bracy
Type/Print Name

Treasurer and Secretary
Title

BALLARD PARTNERS, INC.,
a Florida profit corporation

By _____
Signature

Brian D. Ballard
Type/Print Name

President
Title

GC-#1118145-v1-BallardPartners_FederalConsultant_P-17-17_041117.doc

Exhibit A

Scope of Services

P-17-17 – Federal Government Relations Consultant

Exhibit A

Scope of Services

Scope of Services

Ballard Partners, Inc., will, in accordance with the highest legal, ethical and professional standards, provide at the direction of designated City officials, federal lobbying services including but not limited to the following services (hereinafter referred to as the "Services"):

- Identify, review, and analyze any and all federal legislative bills, resolutions, journals, votes, fiscal notes, and all relevant discourse pertaining to the federal government in a timely manner to assist the City in determining its policy positions;
- Provide, upon request, timely written reports of federal legislative matters for current or incoming fiscal year and the progress of work to the Mayor or his designated representatives;
- Assist in the formulation of a Federal funding and policy agenda, working with the Mayor or designated representative;
- Represent the City's interests in the Federal budget process;
- Testify and lobby on behalf of the City as necessary;
- On issues where State and Federal policy overlap, coordinate and collaborate with the City's contracted State Lobbyist as necessary;
- Provide advice, recommendations, support services including, but not limited to, correspondence, briefing papers, talking points, written summaries to the City to develop and implement a timely and technologically-efficient process to forecast, screen assign, review, analyze, and respond to federal legislative matters and federal grant funding opportunities;
- Represent and advocate, as designated, the City's position on federal matters to elected members of Congress, the President and Executive branch officials, Congressional Staff, elected City officials, other lobbyists, community groups, and any other designated persons;
- Provide assistance in establishing strategy, obtain sponsors and co-sponsors in each house for matters designated by the City, establish and maintain successful working relationships with the Congressional legislative leadership, employees and officials at federal agencies administering programs and grant funding opportunities, interested organizations, community groups and other legislators and staff to achieve passage or defeat of legislation as directed by the City;

- Ballard Partners, Inc., shall be required to provide the following services to the City as part of a negotiated flat lump sum monthly fee (to include all direct expenses). The services may include acquiring sponsors and supporters for City legislative, financial or administrative initiatives in the following areas:
  - Economic Development and Enterprise Zones Legislation o

    Community Redevelopment Legislation, including CRA's o

    Transportation Initiatives and Funding
  - Protection of City Revenue Sources
  - Water and Wastewater Initiatives
  - Stormwater Management Initiatives
  - Telecommunications and E-Commerce
  - Property Tax Legislation
  - Environmental Sustainability
  - Growth Management and Land Use
  - Parks, Recreation and River Initiatives
  - Public Safety and Law Enforcement
  - Discretionary Grants
  - Port Dredging and Expansion
  - Energy Savings Initiatives
  - Infrastructure Repair or Development
  - Community Health and Wellness
  - City Facility Expansion or Improvement Projects

The consultant will be expected to demonstrate the knowledge of the federal branches of the government and demonstrate the ability to work with the federal government in order to achieve the City's federal legislative agenda. In addition, the consultant will be expected to be familiar with the wide range of projects and activities of the City and to advise the City of pending legislation or regulations that might materially impact those projects and activities.

The consultant should have a proven ability to build coalitions with the Congressional legislative leadership and others federal agencies in furtherance of the City's goals.

The consultant will be expected to be familiar with and able to seek funding assistance for high priority projects identified in the City's agenda.

To the extent the consultant anticipates the utilization of sub-consultants to perform any of the scopes of work contemplated hereunder, including, but not limited to

those listed above, the consultant is expected to identify in detail each such sub-consultant, as well as the scope(s) of work anticipated to be performed by the same.

The consultant shall attend any meetings requested to share progress on the City's legislative agenda.

In performance of these duties described herein, the Consultant will produce monthly status reports due on the first of each month the contract is in effect. The Consultant will also complete at least once a month calls to the City or face to face meetings at dates and times that are mutually agreeable to discuss strategy and status of activities.

Exhibit B

Contract Fee Summary

P-17-17 – Federal Government Relations Consultant

Exhibit B

Fee Schedule

Contract Amount, Not-to-Exceed	$75,000.00

Authorized Task #1

May 1, 2017 – September 30, 2017: Consultant is authorized a total of $75,000.00, consisting of $15,000.00 per month for Consultant to provide federal 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.

March 23, 2017

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

170286

Dear Mayor Curry:

Ref: P-17-17 Federal Government Relations Consultant
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/recommendation was **adopted**:

That the City of Jacksonville enter into a contract with Ballard Partners, Inc., for Federal Government Relations Consultant Services that (i) incorporates the attached Scope of Services identified as Exhibit 'A'; (ii) incorporates the attached Contract Fee Summary identified as Exhibit 'B'; (iii) the initial period of service will be from May 1, 2017 thru September 30, 2017, with three (3) additional one-year renewal options available at terms mutually agreeable; and (iv) the maximum indebtedness is a not-to-exceed amount of $75,000.00. All other terms and conditions are per the city's standard contract and as provided in the Request for Proposal (RFP). 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

APPROVED:

Lenny Curry, Mayor

This 25th day of March, 2017

GP pb

cc: Council Auditor
Sandra Sieckerel, OGC
Melba Gray, GAD
Subcommittee Members

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