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.

MEMORANDUM

11/21/17 14:08:48
Procurement Division

Date: **November 21, 2017**

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

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

RE: **P-06-16 – State Government Relations Consultant – Budget Appropriation**
Contract #10178, Amendment 3

Contract #10178 between the City and Ballard Partners, Inc., for the State Government Relations Consultant Services – Budget Appropriation is set to expire January 26, 2018. 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 2nd and final year of the two (2) one (1) year renewals.

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 $360,000.00 and to extend the period of service from January 27, 2018 through January 26, 2019, with all other terms and conditions of the Agreement remaining unchanged.

We are requesting to be on the PSEC agenda Thursday, November 30, 2017. Please confirm so we may be present.

MR

Attachments: Original Contract and Amendment's 1 and 2
Exhibit A
Exhibit B-3

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-3

Rate Schedule

Budget Appropriation – The Ballard Partners, Inc.

Amendment #3 – Revised Contract Annual Amount, Not-to-Exceed	$360,000.00

Authorized Task #4

January 27, 2018 – January 26, 2019: Consultant and coordinating sub consultant is authorized a total of $120,000.00, consisting of $10,000.00 per month for Consultant and $5000.00 per month for coordinating sub consultant 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.

10178
Amd 2

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

THIS SECOND AMENDMENT to Contract is made and entered into this 3 day of Jan, ~~2016~~ 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 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 been amended once previously; and

WHEREAS, said Contract should be amended further by revising the Contract Fee Summary, as reflected in **Exhibit "B-2"**, attached hereto and incorporated herein by this reference, by increasing the maximum indebtedness by $120,000.00 to a new not-to-exceed total maximum indebtedness of $240,000.00, by exercising the first of two one-year renewal options so as to extend the period of service from January 27, 2017, through January 26, 2018, and by adding new provisions with respect to public records required by Section 119.0701, Florida Statutes, 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-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 Rate Schedules 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 $120,000.00 to a new not-to-exceed total maximum indebtedness of $240,000.00, 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 TWO HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($240,000.00)."

4. Section 4 of said Contract is amended by exercising the first of two one-year renewal options so as to extend the period of service from January 27, 2017, through January 26, 2018, and as amended shall read as follows:

"4. **Term.** The term of this Contract shall commence on the Effective Date and shall expire twenty-four months thereafter on January 26, 2018, 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 by (i) the CITY in its sole discretion upon written notice to CONSULTANT at least sixty (60) days prior to the end of the then-current term, or (ii) upon mutual agreement of the parties."

5. Said Contract is amended by adding a new Section 11 to add and incorporate new provisions with respect to public records required by Section 119.0701, Florida Statutes, and as amended shall read as follows:

"11. **Public Records.** In accordance with Section 119.0701, Florida Statutes, the 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."

6. Add, attach, and incorporate new **Exhibit "B-2"** to and in said Contract.

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

_____
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(c), *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, 2nd Amendment

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Carol L. Bracy
Type/Print Name

Secretary
Title

BALLARD PARTNERS, INC.,
a Florida corporation

By _____
Signature

Brian D. Ballard
Type/Print Name

President
Title

G:\Gov't Operations\JMCain\Mayor (1100)\Amendments\BallardPartnersContract K10178 2nd Amendment 12716.doc

Exhibit B-2

Contract Fee Summary

(To be inserted by City at time of contract execution.)

P-06-16 – State Government Relations Consultant

Exhibit B-2

Rate Schedule

Budget Appropriation – The Ballard Partners, Inc.

Amendment #2 – Revised Contract Annual Amount, Not-to-Exceed	$240,000.00

Authorized Task #3

January 27, 2017 – January 26, 2018: Consultant is authorized a total of $120,000.00, consisting of $10,000.00 per month for Consultant 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.

December 1, 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. 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 <u>adopted:</u>

That Contract No. 10178 originally executed January 27, 2016, between the City and the Ballard Partners, Inc., for State Government Relation Consulting - Budget Appropriation, is amended to: (i) exercise the first of two one-year renewal options extending the period of service from January 27, 2017 thru January 26, 2018; with one renewal option remaining; (ii) incorporate the attached Contract Fee Summary identified as Exhibit 'B-2'; and (iii) increase the maximum indebtedness by $120,000.00 To a new not-to-exceed total maximum indebtedness of $240,000.00 All other terms and conditions, as previously amended, 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

APPROVED:

Lenny Curry, Mayor

This 30th day of December, 2016

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

GP:ab

cc: Council Auditor
John Harris, OGC
Mitch Gray, GAD
Subcommittee Members

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:ah

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

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

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 Crawley
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.