City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St., Suite 400
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

November 8, 2019

11/12/19 13:25:56
Procurement Division

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

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

RE: **P-51-18 – State Government Relations Consultant**

Contract #10178-02 between the City and Ballard Partners, Inc., for the State Government Relations Consultant Services is set to expire January 26, 2020. 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 1st 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 10178-02, originally executed December 10, 2018 between the City and Ballard Partners, Inc., for State Government Relations Consultant Services 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, 2020 through January 26, 2021, with all other terms and conditions of the Agreement remaining unchanged.

Attachments: Exhibit A Scope of Service/Contract
Exhibit B-1 Fee Schedule

cc: Alex Baker, PSEC Specialist

P-51-18 – State Government Relations Consultant

Exhibit B-1

Fee Schedule

Ballard Partners – Lobbyist Services to the Florida House of Representatives

Contract Amount – January 27, 2020 – January 26, 2021	$120,000.00
Contract – Not to Exceed	$240,000.00

Authorized Task #2

January 27, 2020 – January 26, 2021: Consultant is authorized a total of $120,000.00, consisting of $10,000.00 per month 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.

10178-02

PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BALLARD PARTNERS, INC.
FOR
STATE GOVERNMENT RELATIONS CONSULTANT SERVICES –
THE FLORIDA HOUSE OF REPRESENTATIVES LOBBYING SERVICES

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into this 10 day of Dec., 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, CITY issued a Request for Proposal No. P-15-18 (including all addendum, the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONSULTANT's response to the RFP (the "Response"), 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 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*, 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. **Term.** The initial term of this Contract shall commence on January 27, 2019, and shall expire twelve (12) months thereafter on January 26, 2020, 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 by (i) 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 CITY:

City of Jacksonville
117 W. Duval Street, Suite 400
Jacksonville, Florida 32202
Attn: Jordan Elsbury

With Copy to:

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

As to CONSULTANT:

Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
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. CITY'S Contract Manager is Jordan Elsbury, and 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 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 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.

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

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Kerri 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: 10178-02

Form Approved:

_____
Office of General Counsel

ATTEST:

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

BALLARD PARTNERS, INC.,
a Florida corporation

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

GC-#1248622-v1-Ballard_Partners_P-51-18_STATE_GOVT_RELATIONS_CONSULTANTS_111518

Exhibit A

Scope of Services

P-51-18 State Government Relations Consultants

Exhibit A

Scope of Services – Lobbyist Services to the Florida House of Representatives

Ballard Partners, Inc. will, in accordance with the highest level, ethical, and professional standards, provide at the direction of designated City officials, state lobbying services for state government relations for overall lobbyist services to the Florida House of Representatives. Lobbying services include, but not limited to the following services:

- Influence or attempt to influence legislative actions through communicating the desire of the City of Jacksonville.
- Arrange and meet with key decision-makers in the legislative process to convey the positions of the City of Jacksonville.
- All key policy decisions must be communicated and authorized by the Director of Inter-Governmental Affairs, Office of the Mayor.
- Provide representation on issues that arise with other entities.
- Establish and maintain working relationships with Executive and Legislative Leadership, Members of the House and Senate and other lobbyists to achieve passage or defeat of legislation as directed by the City of Jacksonville.
- Continuously identify, track, and respond to all existing and proposed policies, programs, and legislation that might impact the City of Jacksonville and/or related agencies.
- Provide assistance in establishing strategy, obtain sponsors and co-sponsors
- 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
- Focus on state influenced legislation that may have an direct or indirect impact on the City's infrastructure that affects the ability of the city to carry out the essential functions to the citizens of Jacksonville
- Identify, influence and secure opportunities to enhance and improve the city's infrastructure
- Monitor various state agency actions for potential impact on the City of Jacksonville and in the event action is needed, advise the City.
- Assist in the development of the City's annual list of goals, priorities and specific projects and identify those which can be addressed at the state level.
- Provide assistance in establishing strategy; obtain sponsors, and co-sponsors in each house for matters designated by the City of Jacksonville.

- Establish and maintain successful working relationships with the Executive and Legislative leadership, Legislators, and staff to achieve passage or defeat of legislation as directed by the City.
- The services for each category would include, but not be limited to, development of state legislative agenda/strategy and advocacy before all appropriate state government branches, agencies and commissions. The consultant will work to protect and promote the interest of the City of Jacksonville before state government branches, agencies and commissions.
- The consultant will demonstrate the knowledge of the executive and legislative branches of the state government and demonstrate the ability to work with the state government in order to achieve the City's state 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 will build coalitions with Tallahassee- based issues groups and organizations across the state in furtherance of the City's goals.
- The consultant will be familiar with and able to obtain state funding assistance for high priority projects identified in the City's state agenda.
- The consultant may assist the City of Jacksonville in the development of the annual state legislative agenda.
- The consultant may represent the City before the State with regard to the promotion of the City of Jacksonville's state legislative agenda.
- The consultant may represent the City before the state with regard to policies, legislative proposals and regulations that will impact Jacksonville and have been identified as priority issues by the City.
- The consultant may assist in securing permits and approvals that might be required from time to time from the state government or any of its agencies.
- The consultant may attend any meetings requested to share progress on the City's legislative agenda.

Exhibit B

Fee Schedule

P-51-18 – State Government Relations Consultant

Exhibit B

Fee Schedule

Ballard Partners – Lobbyist Services to the Florida House of Representatives

Contract Annual Amount, Not-to-Exceed	$ 120,000.00

<u>Authorized Task #1</u>

January 27, 2019 – January 26, 2020: Consultant is authorized a total of $120,000.00, consisting of $10,000.00 per month 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.

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.

November 8, 2018

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

190142

Dear Mayor Curry:

Ref: P-51-18 State Government Relations Consultant Services-The Florida House of Representatives Lobbying Services
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/firm 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 State Government Relations Consultant Services - The Florida House of Representatives Lobbying Services that incorporates the attached scope of services identified as Exhibit 'A' and contract fee schedule identified as Exhibit 'B'; (ii) provide an initial period of service from execution of the contract to one year with three one-year renewal options available at terms mutually agreeable; and (iii) provide a not-to-exceed maximum indebtedness of $120,000.00. All other terms and conditions are per the RFP and the City's standard contract language

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 8th day of Nov. 2018

GP ob
cc Council Auditor
James McCon, OGC
Melba Gray GAD
Subcommittee Members

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