

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

THIS SECOND AMENDMENT TO SERVICES CONTRACT (this “**Second Amendment**”), effective as of January 26, 2023 (the “**Effective Date**”), is made and entered into by and between **BALLARD PARTNERS, INC.**, a Florida corporation, whose principal address is 201 East Park Avenue, 5th Floor, Tallahassee, Florida 32301 (“**Consultant**”), and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the “**City**”).

RECITALS

WHEREAS, on January 11, 2021, the parties entered into the Services Contract (City Contract No. 615378-21) (the “**Contract**”) for state government relations consulting services as described in Request for Proposal No. P-44-20 (the “**RFP**”); and

WHEREAS, on January 26, 2022, the parties entered into the First Amendment to extend the term and increase the maximum indebtedness; and

WHEREAS, the parties desire to enter into this Second Amendment to extend the term and increase the maximum indebtedness.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and by this reference are incorporated herein and made a part hereof.

2. **Capitalized Terms.** Unless otherwise defined in this Second Amendment, all capitalized terms used herein without definition shall have the meanings given to them in the Contract or First Amendment.

3. **Amendment to Paragraph 3 (Maximum Indebtedness).** Paragraph 3 of the Contract is hereby amended to increase the maximum indebtedness by \$120,000.00 to a new not-to-exceed maximum indebtedness of \$360,000.00, and as amended shall read as follows:

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City’s maximum indebtedness for the Services under this Contract shall be a fixed monetary amount not-to-exceed THREE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$360,000.00).

4. **Amendment to Paragraph 4 (Term).** Paragraph 4 of the Contract is hereby amended to exercise the second of three one-year renewal options, and as amended shall read as follows:

4. **Term.** The period of service of this Contract shall commence on January 27, 2021, and continue for a period of three (3) years until January 26, 2024, with one additional one-year renewal option available upon satisfactory performance by the Consultant, subject to early termination as set forth in the Contract Documents.

5. **Authority.** Consultant represents and warrants to the City that it has full right and authority to execute and perform its obligations under the Contract, as amended by this Second Amendment, and Consultant and the person signing this Second Amendment on Consultant's behalf represent and warrant to the City that such person is duly authorized to execute this Second Amendment on Consultant's behalf without further consent or approval by anyone. Consultant shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence such authority.

6. **Effectiveness; Ratification of Contract.** This Second Amendment to the Contract is effective on the date and year first above written. The provisions of the Contract shall remain in full force and effect except as expressly provided in this Second Amendment.

7. **Entire Agreement.** This Second Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by the parties via an executed written amendment.

8. **Counterpart; Electronic Execution.** This Second Amendment may be executed by electronic signatures and in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

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

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the Effective Date.

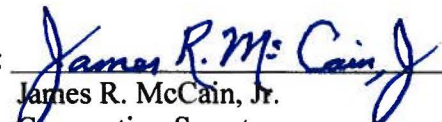
BALLARD PARTNERS, INC., a Florida corporation


By: 
Brian D. Ballard
President



ATTEST:

CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida


By: 
James R. McCain, Jr.
Corporation Secretary

By: 
Lenny Curry
Mayor
Brian Hughes
Chief Administrative Officer
for Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

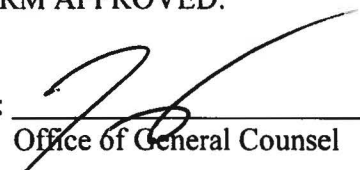
Encumbrance and funding information for internal City use:

New Total Maximum Indebtedness: **\$360,000.00**

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 contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrance(s) shall be made by subsequent purchase order(s) as specified in the contract.

 Paul Bennett
on behalf of
Patrick "Joe" Greive
Director of Finance
City Contract #615378-21, Amendment #2

FORM APPROVED:

By: 
Office of General Counsel



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

December 15, 2022

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

Dear Mayor Curry:

Ref: P-44-20 State Government Relations Consultant (Amendment No. 2)
Office of the Mayor

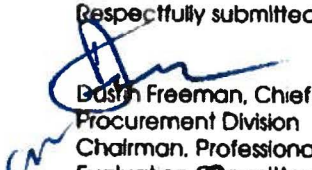
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract

The following motion/recommendation was adopted:

That Contract No. 615378-21 between the City of Jacksonville and Ballard Partners, Inc., for State Government Relations Consultant Services, be amended to exercise the second renewal option extending the period of service from January 27, 2023, thru January 26, 2024, with two (2) renewal options remaining at terms mutually agreeable and increase the maximum indebtedness by \$120,000.00 for the services to a new not-to-exceed total maximum of \$360,000.00. All other terms and conditions, as previously amended shall remain the same.

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

Respectfully submitted,


Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED



Lenny Curry, Mayor

This 16th day of December, 2022

DF ab

cc Council Auditor
James McCain, Jr. OGC
Subcommittee Members

ENTERED

Contract Purchase Agreement – Conversion POA-70914-21 Change Order 2



Agreement	POA-70914-21
Agreement Date	25-FEB-2021
Change Order	2
Change Order Date	17-JAN-2023
Revision	2
Agreement Amount	120,000.00 USD
Solicitation Number	P-44-20

Sold To **City of Jacksonville**
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier **Ballard Partners, Inc.**
201 East Park Avenue
5th Floor
TALLAHASSEE, FL 32301

Notes **C/O to exercise 2nd RO extending POS thru 1/26/24 and increase max by \$120,000.00 NTE \$360,000.00 Amd #2**

To ratify & extend POS & Increase max by \$120,000. for Amd #1

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
24410	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
26-Jan-2021	25-Jan-2024	Alexandria Baker abaker@coj.net Phone 904-2558830		

This Order is subject to the General Conditions attached here to.
 Manufacturer's Federal excise tax exempt no 59-89-0120K
 Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Dustin L. Freeman, Chief of Procurement Division

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

THIS CONTRACT for State Government Relations Consultant is made and entered into this 11 day of Jan, 2021, 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 office at 201 East Park Avenue, 5th Floor, Tallahassee, Florida 32301 (the "Consultant").

WHEREAS, City issued Request for Proposal No. P-44-20 (the "RFP") for certain state government relations consulting services described in the RFP (the "Services"); and

WHEREAS, based on Consultant's response to the RFP, City has negotiated and awarded this Contract to Consultant; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services.** Consultant shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation.** Consultant shall be paid for the Services the fees detailed in the Contract Fee Summary, 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 the Services under this Contract for the initial period of service shall be a fixed monetary amount not-to-exceed ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00).

4. **Term.** The period of service of this Contract shall commence on January 27, 2021, and continue for a period of one (1) year until January 26, 2022, with three additional one-year renewal options available upon satisfactory performance by the Consultant, subject to early termination as set forth in the Contract Documents.

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:

- (i) This document, as modified by any subsequent signed amendments.
- (ii) Any amendments to the RFP.
- (iii) Specific information regarding the RFP (Section 1 of the RFP).
- (iv) Description of Services (Section 4 of the RFP).
- (v) General Instructions (Section 2 of the RFP).
- (vi) General Terms and Conditions of Contract (Section 3 of the RFP).
- (vii) The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notice.** 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:

Jordan Elsbury, Chief of Staff
City of Jacksonville/Office of Mayor Lenny Curry
117 West Duval Street, 4th Floor
Jacksonville, Florida 32202

As to Contractor:

Brian Ballard, President
Ballard Partners
201 East Park Avenue, 5th Floor
Tallahassee Florida 32301

7. **Contract Managers.** Each party shall 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 this Contract. As of January 27, 2021, City's Contract Manager is Jordan Elsbury (Phone: 904.255.5013; jelsbury@coj.net), and Contractor's Contract Manager is Brian Ballard (Phone: 850.577.0444; ballard@ballardpartners.com). 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 by 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 its terms, provisions, and conditions 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 hereto may be executed in several counterparts, each of which shall be deemed an original, and all 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.
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By [Signature]
Lenny Curry
Mayor
Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

By Carol L. Bracy
Signature
Carol L. Bracy
Type/Print Name
Vice President and Managing Partner
Title

BALLARD PARTNERS, INC.
By [Signature]
Signature
Brian D. Ballard
Type/Print Name
President
Title

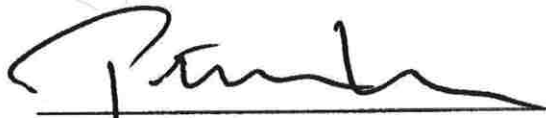
Encumbrance and funding information for internal City use:

Account..... PO-615378-21

Amount.....\$120,000.00

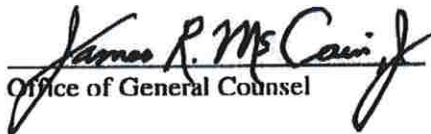
This above stated amount is the maximum fixed monetary amount of the foregoing Contract for the first year of the Contract.

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.



Director of Finance
City Contract # 615378-21

Form Approve:



Office of General Counsel

Exhibit A

Scope of Services

The selected lobbyist is expected to lobby the Executive Branch and will, in accordance with the highest legal, ethical, and professional standards, provide at the direction of designated City officials, state government relations lobbying services including but not limited to the following services (hereinafter referred to as the "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 a 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.

P-44-20 – State Government Relations Consultant

Exhibit B

Fee Schedule

Contract Annual Amount, Not-to-Exceed	\$120,000.00
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Authorized Task

Effective date of contract, January 27, 2021 through January 26, 2022: Consultant is authorized a total 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.