

AMENDMENT NO. 1
TO
CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS
JPA CONTRACT NO. 21-02

This Amendment No. 1 to the Consultant for Local and State Government Relations Agreement, made as of July 1, 2022 (the “Amendment”), is entered into between the Jacksonville Port Authority, a Florida public agency hereinafter referred to as “JAXPORT” and Ballard Partners, Inc., hereinafter referred to as “Ballard.”

WHEREAS, JAXPORT and Ballard entered into an Agreement, dated July 1, 2021 (the “Original Agreement”), pursuant to which JAXPORT engaged Ballard to perform certain Consultant for Local and State Government Relations duties, as specified therein;

WHEREAS, JAXPORT and Ballard desire to further amend the Original Agreement, by entering into this Amendment No. 1 as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. TERM OF CONTRACT

The term of the Original Agreement shall be extended from July 1, 2022 to June 30, 2023. Both Parties hereby accept, adopt, and ratify all other terms contained in the Original Agreement, by exercising this Amendment No. 1, acknowledge that this is the first of four (4) possible one (1) year options whereby three (3) additional one (1) year option remains. All other provisions, terms, and conditions of the Original Agreement, remain unchanged and are only amended to the extent necessary to give effect to the purpose and intent of this Amendment No. 1.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

Jacksonville Port Authority

By: Eric B. Green
Eric B. Green (Jun 24, 2022 06:16 EDT)
(Signature)

Name: **Eric B. Green**

Title: **Chief Executive Officer**

Ballard Partners, Inc.

By: Brian D. Ballard
(Signature)

Name: **Brian D. Ballard**
(Print or Type)

Title: **President**

**AGREEMENT
FOR
CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS
BETWEEN
THE JACKSONVILLE PORT AUTHORITY
AND
BALLARD PARTNERS, INC.**

THIS AGREEMENT for Consulting for Local and State Government Relations ("Agreement") is made and entered into this 1st day of July 2021, by and between the Jacksonville Port Authority, a body politic and corporate created and existing under Chapter 319-2001, Laws of Florida, as amended, ("JAXPORT"), and Ballard Partners, Inc., a corporation licensed to do business in the State of Florida, ("Ballard" or "Consultant")

RECITALS

WHEREAS, JAXPORT issued its Request for Proposal No.: 21-02 in order to procure a firm licensed, qualified and interested in providing Local and State Government Relations Consulting Services for or on behalf of JAXPORT, with regard to Florida Legislature, Office of the Governor, Local and State agencies; and

WHEREAS, Ballard submitted its proposal to JAXPORT representing that it is capable of providing the necessary services as contemplated by JAXPORT's Request for Proposal No.: 21-02; and

WHEREAS, Ballard has now been selected by JAXPORT to provide the necessary services and JAXPORT and Ballard have now reached an understanding with each other regarding the services to be performed, the terms and conditions governing such performance, the compensation to be paid for such services, and consequently the desire to set forth their understanding in the form of a written agreement.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1
ENGAGEMENT**

JAXPORT hereby engages Ballard and Ballard hereby accepts this engagement and agrees to provide Local and State Government Relations Consulting Services for the JAXPORT according to the provisions, terms and conditions of its Request for Proposal No.: 21-02 and this Agreement.

**ARTICLE 2
SCOPE OF WORK**

Ballard shall provide JAXPORT with Local and State Government Relations Consulting Services in accordance with JAXPORT's Request for Proposal No.: 21-02 and in accordance with Ballard's proposal ("Proposal") to JAXPORT dated, April 5, 2021, both of which are on file in the office of Procurement Services of the Jacksonville Port Authority and which collectively shall be referred to as the "Contract Documents."

**ARTICLE 3
INCORPORATION OF THE CONTRACT DOCUMENTS**

The Contract Documents are hereby specifically incorporated into this Agreement to the same extent as if they were fully set forth herein and accordingly, Ballard agrees to comply with all conditions

stipulated in JAXPORT'S Request for Proposal No.: 21-02 as well as complying with the terms and conditions of its Proposal to JAXPORT, dated April 5, 2021.

ARTICLE 4 TERM AND TERMINATION

4.1 Term. The term of this AGREEMENT shall be for an initial term of one (1) year, with four (4) one-year renewal options, made at the sole option of JAXPORT, based on market conditions, vendor performance and adherence to the terms and conditions of its Request for Proposal No.: 21-02.

4.2 Termination for Convenience. JAXPORT shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JAXPORT will pay the Consultant for all disbursements and expenses that the Consultant has incurred, or those for which it becomes obligated prior to receiving JAXPORT's notice of termination.

Upon receipt of such notice of termination, the Consultant shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JAXPORT may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JAXPORT.

JAXPORT will have no liability to the Consultant for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents

4.3 Termination for Default. JAXPORT may give the Consultant written notice to discontinue all Work under the Contract in the event that:

- The Consultant assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Consultant for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Consultant's properties or the Consultant commits any act of insolvency (however evidenced);
- The Consultant makes an assignment for the benefit of creditors;
- The Consultant suspends the operation of a substantial portion of its business;
- The Consultant suspends the whole or any part of the Work to the extent that it impacts the Consultant's ability to meet the Work schedule, or the Consultant abandons the whole or any part of the Work;
- The Consultant, at any time, violates any of the conditions or provisions of the Contract Documents, or the Consultant fails to perform as specified in the Contract Documents, or the Consultant is not complying with the Contract Documents.
- The Consultant attempts to willfully impose upon JAXPORT items or workmanship that are, in JAXPORT's sole opinion, defective or of unacceptable quality.
- The Consultant breaches any of the representations or warranties.
- The Consultant is determined, in JAXPORT's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JAXPORT.
- Any adverse material changes in the financial or business condition of the Consultant.

If, within five (5) days after service of such notice upon the Consultant, an arrangement satisfactory to JAXPORT has not been made by the Consultant for continuance of the Work, then JAXPORT may declare Consultant to be in default of the Contract.

Once Consultant is declared in default, JAXPORT will charge the expense of completing the Work to the Consultant and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Consultant. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Consultant shall pay the amount of such excess to JAXPORT upon notice of the expenses from JAXPORT. JAXPORT shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JAXPORT will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JAXPORT's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Consultant shall immediately surrender all Work records to JAXPORT. In such a case, JAXPORT may set off any money owed to the Consultant against any liabilities resulting from the Consultant's nonperformance.

JAXPORT has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Consultant regarding its performance prior to default by Consultant for performance related issues.

JAXPORT shall have no liability to the Consultant for termination costs arising out of the Contract, or any of the Consultant's subcontracts, as a result of termination for default.

ARTICLE 5 COMPENSATION

5.1 **Ballard** shall be compensated as set forth in JAXPORT'S Request for Proposal No.: 21-02, for a total sum of Eighty-Four Thousand Dollars (\$84,000) annually to be billed at Seven Thousand Dollars (\$7,000) per month for the initial Term of the Agreement.

5.2 Invoicing and Payment Terms.

5.2.1 The Consultant shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. JAXPORT will pay the Consultant the amount requested within 30 calendar days after receipt of an Invoice from the Consultant subject to the provisions stated below.

5.2.2 JAXPORT may reject any Invoice or Application for Payment within 20 calendar days after receipt. JAXPORT will return the Invoice or Application for Payment to the Consultant stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JAXPORT will pay the Consultant the revised amount within 10 days.

5.2.3 JAXPORT may withhold payment if the Consultant is in violation of any conditions or terms of the Contract Documents.

5.2.4 In the case of early termination of the Contract, all payments made by JAXPORT against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Consultant. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Consultant, the Consultant shall refund the excess amount to JAXPORT within 10 days of determination or written notice.

5.2.5 No payments will be made to the Consultant or subconsultant for per diem charges

or travel expenses without prior written approval of JAXPORT and in accordance with JAXPORT's Travel Procedures and Guidelines as per attached EXHIBIT A.

**ARTICLE 6
ASSIGNABILITY**

Ballard shall not assign or transfer any interest in this Agreement or subcontract any of the work to be performed under this Agreement to any other entity without the prior written consent of JAXPORT to such transfer or assignment.

**ARTICLE 7
GOVERNING LAW / VENUE / SEVERABILITY**

The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Any action arising out of or related to this Agreement shall take place in the state or federal courts located exclusively in Jacksonville, Duval County, Florida.

**ARTICLE 8
INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall be construed as making Ballard an employee, servant or agent of JAXPORT. Ballard shall pursue the work under this Agreement as an independent contractor and shall be solely responsible for the method, manner and means to be utilized in rendering the Services, including, but not limited to, the supervision and compensation of its own personnel.

**ARTICLE 9
ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of this Agreement and those of the Contract Documents, said conflict shall be resolved by giving precedence to the provisions of this Agreement and the Contract Documents in the following order: (1) any amendments to the Agreement, (2) this Agreement, (3) JAXPORT'S Request for Proposal No.: 21-02, including all addenda "Attachment A," and (4) Ballard's proposal "Attachment B" to JAXPORT dated April 5, 2021.

**ARTICLE 10
CONFIDENTIALITY**

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's

Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JAXPORT is a body politic and corporate that is subject to Chapter 119, *Florida Statutes*, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JAXPORT will notify Consultant of such request and the date that such records will be released to the requester unless Consultant obtains a court order enjoining such disclosure. If the Consultant fails to obtain that court order enjoining disclosure, JAXPORT will release the requested information on the date specified. Such release shall be deemed to be made with the Consultant's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property. In the event the Consultant breaches this Contract, then the Consultant hereby grants JAXPORT a limited license to use the Confidential Information in any reasonable way in order to mitigate JAXPORT's damages.

ARTICLE 11 PERSONNEL & CHANGES IN CONSULTANT'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Consultant or approved subconsultant's; (b.) qualified to perform the Services, and (c.) fluent in the English language.

It is understood and agreed that Brian Ballard shall represent Ballard as its Primary Consultant in the performance of this Agreement. No one else shall be assigned to act in the capacity of the Primary Consultant without prior approval of JAXPORT, which will generally not be given, except under extenuating circumstances.

JAXPORT shall have the right to reject any personnel assigned by Ballard to perform work under this Agreement. If the right of rejection is exercised by JAXPORT, Ballard shall submit for approval of JAXPORT, the name or names of substitute personnel to fill the positions resulting from said rejection. JAXPORT shall have the right to require the removal of Ballard's previously assigned personnel and Ballard shall promptly replace the same, subject to JAXPORT's approval at no cost to JAXPORT.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Ballard and no statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, that are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendments to this Agreement shall be valid and binding only when made in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

12.2 Negotiated Agreement. Except as otherwise expressly provided, all provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that this Agreement has been the subject of meaningful analysis

and/or discussions of the specifications, terms and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement will not be construed against the party who physically prepared this Agreement. The rule commonly known as "Fortius Contra Proferentem" will not be applied to this Agreement or any interpretation thereof.

12.3 Cumulative Remedies. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

12.4 Expanded Definitions. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation," and the terms "include," "includes," and "included" have similar meanings. Any reference in this agreement to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Agreement to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

12.5 Survival. Any provision of this Agreement that, but its nature, is applicable to circumstances arising after the termination or expiration of this Agreement shall survive such termination or expiration and remain in full force and effect.

12.6 Agreement. This Agreement, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Agreement's term.

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IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT, the date and year first above written.

JACKSONVILLE PORT AUTHORITY

By: Eric B. Green Digitally signed by Eric B. Green
Date: 2021.07.26 07:19:52 -04'00'

Name: Eric B. Green

Title: Chief Executive Officer

BALLARD PARTNERS, INC.

By: 

Name: Brian D. Ballard

Title: President

**AMENDMENT NO. 3
TO
CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS
JPA CONTRACT NO. 17-04**

This Amendment No. 3 to the Consultant for Local and State Government Relations Agreement, made as of April 1, 2020 (the "Amendment"), is entered into between the Jacksonville Port Authority, a Florida public agency hereinafter referred to as "JAXPORT" and Ballard Partners, Inc. hereinafter referred to as "Ballard."

WHEREAS, JAXPORT and Ballard entered into an Agreement, dated April 1, 2017 (the "Original Agreement"), pursuant to which JAXPORT engaged Ballard to perform certain Consultant for Local and State Government Relations duties, as specified therein;

WHEREAS, the Original Agreement was previously amended on April 1, 2018 ("Amendment No. 1") and March 1, 2019 ("Amendment No. 2"); and

WHEREAS, JAXPORT and Ballard desires to further amend the Original Agreement, Amendment No. 1 and Amendment No. 2 by entering into this Amendment No. 3 as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. TERM OF CONTRACT

- a. The term of the Original Agreement shall be extended from April 1, 2020 to March 31, 2021. Both Parties hereby accept, adopt, and ratify all other terms contained in the Original Agreement, Amendment No. 1 and Amendment No. 2, by exercising this Amendment No. 3, acknowledge that this is the third of three (3) possible one (1) year options whereby zero (0) additional one (1) year options remain. All other provisions, terms, and conditions of the Original Agreement, Amendment No. 1 and Amendment No. 2 remain unchanged and are only amended to the extent necessary to give effect to the purpose and intent of this Amendment No. 3.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

Jacksonville Port Authority

By: 
(Signature)

Name: Eric Green

Title: Chief Executive Officer

Ballard Partners, Inc.

By: 
(Signature)

Name: Brian D. Ballard
(Print or Type)

Title: President

**AMENDMENT No. 2
TO
CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS
JPA AGREEMENT NO. 17-04**

This Amendment No. 2 to the CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS AGREEMENT, made as of March 1, 2019 (the “Amendment”), is entered into between the JACKSONVILLE PORT AUTHORITY, a Florida public agency “JAXPORT”, and BALLARD PARTNERS, INC. hereinafter referred to as “BALLARD”.

WHEREAS, JAXPORT and BALLARD entered into an CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS Agreement, dated as of April 1, 2017 (the “Original Agreement”), pursuant to which JAXPORT engaged BALLARD to perform certain CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS, as specified therein; and

WHEREAS, the Original Agreement, was previously amended on April 1, 2018 “Amendment No. 1”;

WHEREAS, the Original Agreement provided for an initial term of April 1, 2017 through March 31, 2018, subject to renewal for (3) three additional (1) one-year periods, at the option of JAXPORT; and

WHEREAS, JAXPORT desires to further amend the Original Agreement and Amendment No. 1 by entering into this Amendment No.2 as set forth herein;

NOW, THEREFORE, JAXPORT and BALLARD, in consideration of the premises and mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. The term of the Original Agreement is hereby renewed for an additional one-year (1) period, extending the term through March 31, 2020.

2. Except as specifically and expressly amended herein, all provisions of the Original Agreement and Amendment No. 1 shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

JACKSONVILLE PORT AUTHORITY

By: 
(Signature)

Name: Eric Green
(Print or Type)

Title: CEO

BALLARD PARTNERS, INC.

By: 
(Signature)

Name: Brian D. Ballard
(Print or Type)

Title: President

**AGREEMENT
FOR
CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS
BETWEEN
THE JACKSONVILLE PORT AUTHORITY
AND
BALLARD PARTNERS, INC.**

THIS AGREEMENT FOR CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS ("AGREEMENT") is made and entered into this **1st** day of **April, 2017**, by and between the JACKSONVILLE PORT AUTHORITY ("JAXPORT"), a body politic and corporate created and existing under Chapter 319-2001, Laws of Florida, as amended, and BALLARD PARTNERS, INC. ("BALLARD" or "Company").

RECITALS

WHEREAS, JAXPORT issued its Request for Proposal No.: 17-04 in order to procure a firm licensed, qualified and interested in providing Local and State Government Relations and Consulting Services for or on behalf of JAXPORT, with regard to Florida Legislature, Office of the Governor, State and Local Agencies.

WHEREAS, BALLARD submitted its proposal to JAXPORT representing that it is capable of providing the necessary services as contemplated by JAXPORT's Request for Proposal No.: 17-04; and

WHEREAS, BALLARD has now been selected by JAXPORT to provide the necessary services and JAXPORT and BALLARD have now reached an understanding with each other regarding the services to be performed, the terms and conditions governing such performance, the compensation to be paid for such services, and consequently the desire to set forth their understanding in the form of a written agreement.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

**ARTICLE 1
ENGAGEMENT**

JAXPORT hereby engages BALLARD and BALLARD hereby accepts this engagement and agrees to provide Local and State Government Relations and Consulting Services for JAXPORT according to the provisions, terms and conditions of its Request for Proposal No.: 17-04 and this AGREEMENT.

**ARTICLE 2
SCOPE OF WORK**

BALLARD shall provide JAXPORT with Local and State Government Relations and Consulting Services in accordance with JAXPORT's Request for Proposal No.: 17-04 and in accordance with BALLARD's proposal (the "PROPOSAL") to JAXPORT dated, January 12, 2017, both of which are on file in the office of the Director of Procurement Services and Contracts for the Jacksonville Port Authority and which collectively shall be referred to as the "CONTRACT DOCUMENTS".

**ARTICLE 3
INCORPORATION OF THE CONTRACT DOCUMENTS**

The Contract Documents are hereby specifically incorporated into this AGREEMENT to the same extent as if they were fully set forth herein and accordingly, BALLARD agrees to comply with all conditions stipulated in JAXPORT'S Request for Proposal No.: 17-04 as well as complying with the terms and conditions of its Proposal to JAXPORT, dated January 12, 2017, ("Proposal").

ARTICLE 4 TERM AND TERMINATION

4.1 Term. The term of this AGREEMENT shall be for an initial term of one (1) year, with three (3) one-year renewal options, made at the sole option of JAXPORT, based on market conditions, vendor performance and adherence to the terms and conditions of its Request for Proposal No.: 17-04.

4.2 Termination for Convenience. JAXPORT shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JAXPORT will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JAXPORT's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JAXPORT may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JAXPORT.

JAXPORT will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents

4.3 Termination for Default. JAXPORT may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents.
- The Company attempts to willfully impose upon JAXPORT items or workmanship that are, in JAXPORT's sole opinion, defective or of unacceptable quality.
- The Company breaches any of the representations or warranties
- The Company is determined, in JAXPORT's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JAXPORT.
- Any adverse material change in the financial or business condition of the Company.

If, within five (5) days after service of such notice upon the Company, an arrangement satisfactory to JAXPORT has not been made by the Company for continuance of the Work, then JAXPORT may declare Company to be in default of the Contract.

Once Company is declared in default, JAXPORT will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JAXPORT upon notice of the expenses from JAXPORT. JAXPORT shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JAXPORT will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JAXPORT's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JAXPORT. In such a case, JAXPORT may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JAXPORT has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JAXPORT shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

ARTICLE 5 COMPENSATION

5.1 BALLARD shall be compensated as set forth in JAXPORT'S Request for Proposal No.: 17-04 and BALLARD's Proposal, for a total sum not to exceed Ninety Thousand Dollars (\$90,000) ("Maximum Indebtedness") for the initial contract period of one-year (1). At the discretion of JAXPORT, based upon agreed renewal fees and adherence to terms and conditions of the Contract Documents, this AGREEMENT may be renewed for three (3) additional, one-year (1) periods.

5.2 Invoicing and Payment Terms.

5.2.1 The Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. JAXPORT will pay the Company the amount requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

5.2.2 JAXPORT may reject any Invoice or Application for Payment within 20 calendar days after receipt. JAXPORT will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JAXPORT will pay the Company the revised amount within 10 days.

5.2.3 JAXPORT may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

5.2.4 In the case of early termination of the Contract, all payments made by JAXPORT against the Contract Price prior to notice of termination shall be credited to the amount, if

any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JAXPORT within 10 days of determination or written notice.

**ARTICLE 6
ASSIGNABILITY**

BALLARD shall not assign or transfer any interest in this AGREEMENT or subcontract any of the work to be performed under this AGREEMENT to any other entity without the prior written consent of JAXPORT to such transfer or assignment.

**ARTICLE 7
GOVERNING LAW / VENUE / SEVERABILITY**

The rights, obligations and remedies of the parties as specified under this AGREEMENT shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this AGREEMENT be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Any action arising out of or related to this AGREEMENT shall take place in the state or federal courts located exclusively in Jacksonville, Duval County, Florida.

**ARTICLE 8
INDEPENDENT CONTRACTOR**

Nothing in this AGREEMENT shall be construed as making BALLARD an employee, servant or agent of JAXPORT. BALLARD shall pursue the work under this AGREEMENT as an independent contractor and shall be solely responsible for the method, manner and means to be utilized in rendering the Services, including, but not limited to, the supervision and compensation of its own personnel.

**ARTICLE 9
ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of this AGREEMENT and those of the Contract Documents, said conflict shall be resolved by giving precedence to the provisions of this AGREEMENT and the Contract Documents in the following order: (1) this AGREEMENT, (2) JAXPORT'S Request for Proposal No.: 17-04, including all addenda, and (3) BALLARD's proposal to JAXPORT dated January 12, 2017.

**ARTICLE 10
CONFIDENTIALITY**

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known

to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JAXPORT is a body politic and corporate that is subject to Chapter 119, *Florida Statutes*, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JAXPORT will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JAXPORT will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property. In the event the Company breaches this Contract, then the Company hereby grants JAXPORT a limited license to use the Confidential Information in any reasonable way in order to mitigate JAXPORT's damages.

ARTICLE 11 PERSONNEL & CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language.

It is understood and agreed that Brian D. Ballard shall represent BALLARD as its Primary Consultant in the performance of this Agreement. No one else shall be assigned to act in the capacity of the Primary Consultant without prior written approval of JAXPORT, which will generally not be given, except under extenuating circumstances.

JAXPORT shall have the right to reject any personnel assigned by BALLARD to perform work under this Agreement. If the right of rejection is exercised by JAXPORT, BALLARD shall submit for approval of JAXPORT, the name or names of substitute personnel to fill the positions resulting from said rejection. JAXPORT shall have the right to require the removal of BALLARD's previously assigned personnel and BALLARD shall promptly replace the same, subject to JAXPORT's approval at no cost to JAXPORT

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by BALLARD and no statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, that are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendments to this AGREEMENT shall be valid and binding only when made in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

12.2 Ambiguous Contract Provisions. The parties agree that this Contract has been the

subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Fortius Contra Proferentum" will not be applied to this Contract or any interpretation thereof.

12.3 Cumulative Remedies. Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

12.4 Expanded Definitions. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

12.5 Negotiated Agreement. Except as otherwise expressly provided, all provisions of this AGREEMENT shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this AGREEMENT. Therefore, doubtful or ambiguous provisions, if any, contained in the AGREEMENT shall not be construed against the party who physically prepared this AGREEMENT. The rule commonly referred to as *Fortius Contra Proferentum* shall not be applied to this AGREEMENT or any interpretation thereof.

12.6 Survival. Any provision of this AGREEMENT that, but its nature, is applicable to circumstances arising after the termination or expiration of this AGREEMENT shall survive such termination or expiration and remain in full force and effect.

12.7 Agreement. This AGREEMENT, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Agreement's term.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT in duplicate, the date and year first above written.

Attest *Lucia Narany*
(Signature)

Name Lucia Narany
(Please type or print)

Title Director of Procurement

Date 3/30/17

JACKSONVILLE PORT AUTHORITY

By *E. Green*
(Signature)

Name Eric Green
(Please type or print)

Title WCS. INTERIM CEO

Date 3/30/17

Attest *Carol L. Bracy*
(Signature)

Name Carol L. Bracy
(Please type or print)

Title Treasurer/Secretary

Date March 28, 2017

BALLARD PARTNERS, INC.

By *B. Ballard*
(Signature)

Name Brian D. Ballard
(Please type or print)

Title President

Date March 28, 2017

**AMENDMENT No. 1
TO
CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS
AGREEMENT NO. 17-04**

This Amendment No. 1 to the CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS AGREEMENT, made as of April 1, 2018 (the "Amendment"), is entered into between the JACKSONVILLE PORT AUTHORITY, a Florida public agency (the "Authority"), and BALLARD PARTNERS, INC., ("the Consultant").

WHEREAS, the AUTHORITY and the CONSULTANT entered into an CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS Agreement, dated as of April 1, 2017 (the "Original Agreement"), pursuant to which the AUTHORITY engaged the CONSULTANT to perform certain CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS, as specified therein; and

WHEREAS, the Original Agreement provided for an initial term of April 1, 2017 through March 31, 2018, subject to renewal for (3) three additional (1) one-year periods, at the option of the AUTHORITY; and

WHEREAS, the AUTHORITY desires to amend the Original Agreement to renew the Original Agreement for an additional one-year (1) period, through March 31, 2019; and

WHEREAS, the Original Agreement, as amended by this Amendment, is referred to herein as the "Agreement";

NOW, THEREFORE, the AUTHORITY and the CONSULTANT, in consideration of the premises and mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. The term of the Original Agreement is hereby renewed for an additional one-year (1) period, extending the term through March 31, 2019.

2. Except as specifically and expressly amended herein, all provisions of the Original Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

Attest: 

JACKSONVILLE PORT AUTHORITY

By: 

Print Name: DAVID KAUFMAN

Its: SR. DIRECTOR

Date: 2/28/18

Attest: Shawn Kaye Bailey

BALLARD PARTNERS, INC.

By: 

Print Name: Brian D. Ballard

Its: President

Date: February 26, 2018