

CONTRACT FOR SERVICES

This contract is entered into between the City of Pensacola ("the Client"), 222 West Main Street Pensacola, FL 32502, and Ballard Partners, Inc. ("the Firm"), 201 East Park Avenue, 5th Floor, Tallahassee, FL 32301.

Recitals

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may provide strategic consulting and advocacy services to the Client in connection with its business with the State of Florida; and

Whereas, the Firm wishes to provide such representation as the Client may from time to time require; and

Whereas, the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement. This agreement shall become effective on September 19, 2023 and shall remain effective until September 18, 2024. This agreement may be renewed for up to two (2) one-year periods unless either party terminates the agreement. This agreement may be terminated with thirty (30) days written notice by either party.
2. Duties of The Firm. It shall be the Firm's duty to consult with the Client and advocate on its behalf those issues the Client deems necessary and appropriate before the State government. It shall further be the Firm's duty to inform the Client of developments in legislation and policy relevant to the Client's operations.
3. Duties of The Client. It shall be the Client's duty to provide the Firm the information necessary to best represent the Client. It shall also be the Client's duty to timely compensate the Firm for its services.
4. Compensation. The Firm shall receive from the Client \$72,000 for this agreement, plus the reasonable costs associated with the representation, including but not limited to, necessary registration fees; and travel expenses such as hotel, air fare, car services and meals, excluding costs typically associated with the operation of an office such as overhead, staff, and equipment. The fee shall be paid in 12 equal installments of \$6,000 a month, beginning September 19, 2023, and continuing to be due on the first of each month until the termination of the agreement. The Firm will bill costs monthly.


5. Public Records Act. The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, Florida Statutes, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

6. Mandatory Use of E-Verify System. In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

BALLARD PARTNERS, INC.

CITY OF PENSACOLA, FLORIDA

By: 
 Brian D. Ballard, President

By:  for
 D.C. Reeves, Mayor

Attest: 
 City Clerk, Ericka L. Burnett 9-20-23

Attest:

Approved as to Substance:

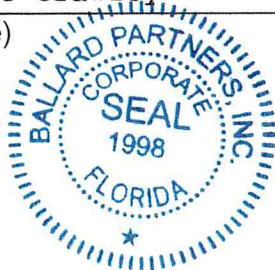

 Senior Executive Assistant

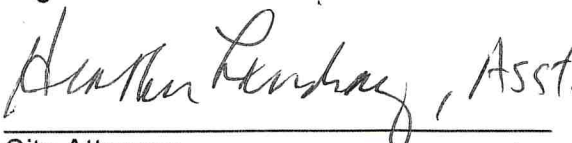

 Department Director

Shanna Kaye Crawley
 (Printed Name)

Legal in form and execution:

(Corporate Seal)



 , Asst.
 City Attorney
 City Atty

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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 the completion of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the 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 the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

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 PUBLIC RECORDS COORDINATOR AT:

**THE OFFICE OF THE CITY CLERK, (850) 435-1715
PUBLICRECORDS@CITYOFPENSACOLA.COM
222 WEST MAIN STREET, PENSACOLA, FL 32502**



City of Pensacola
P.O. Box 12910
Pensacola, FL 32521
(850) 435-1817

PURCHASE ORDER

DATE
1/20/2023

PO NUMBER
0082009

VENDOR: 073224
BALLARD PARTNERS INC
201 E PARK AVE 5TH FLOOR
TALLAHASSEE, FL 32301

SHIP TO: MAYOR'S OFFICE
CITY OF PENSACOLA
222 WEST MAIN STREET (7TH FLR)
PENSACOLA, FL 32502

FOB Point:
Terms: A/P No terms

Req. Del. Date:

Contract No.:
Req. No.: 0019595
Dept.: MAYOR'S OFFICE & STAFF
Contact: GRIFFIN, DONECIA

Special Inst:

Quantity	Unit	Item Code	Description	Unit Price	Ext. Price
			Pensacola to Florida Government. January 1, 2023 - June 30, 2023 renewed per agreement in previous contract. Paid in six equal installments of \$6,000.00 per month. It will be determined after six months if the contract will be renewed for the remaining 6 months beginning July 1, 2023.		36,000.00

BILL TO: CITY OF PENSACOLA
 ACCOUNTS PAYABLE
 PO BOX 12910
 PENSACOLA, FL 32521-0061

SUBTOTAL	36,000.00
TAX	0.00
FREIGHT	0.00
TOTAL	36,000.00

Account Number	Amount	Account Number	Amount

VENDOR COPY


 Authorized Signature