

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 Ave., 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 before the Florida Legislature, executive agencies and Triumph Gulf Coast; 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 October 1, 2019 and shall remain in effect until September 30, 2020. 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. 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 \$72,000.00 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 twelve (12) equal installments of \$6,000.00 a month, beginning October 1, 2019, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in triplicate and sealed the day and year first above written.

BALLARD PARTNERS, INC.

CITY OF PENSACOLA, FLORIDA

By 

Brian D. Ballard
President



Mayor, Grover C. Robinson, IV



City Clerk, Ericka L. Burnett



Attest


Senior Executive Assistant

Approved As To Substance:


Department Director/Division Head

Shanna Kaye Crawley

Printed Name

(CORPORATE SEAL)



Legal in form and valid as drawn:


Susan A Woolf
City Attorney
2019-07-03 08:30:51
City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor 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 Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor 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 Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
BALLARD PARTNERS, INC.

Filing Information

| | |
|-----------------------------|--------------|
| Document Number | P98000025501 |
| FEI/EIN Number | 59-3499504 |
| Date Filed | 03/18/1998 |
| State | FL |
| Status | ACTIVE |
| Last Event | AMENDMENT |
| Event Date Filed | 08/08/2011 |
| Event Effective Date | NONE |

Principal Address

201 EAST PARK AVENUE,
5TH FLOOR
TALLAHASSEE, FL 32301

Changed: 12/11/2017

Mailing Address

201 EAST PARK AVENUE,
5TH FLOOR
TALLAHASSEE, FL 32301

Changed: 12/11/2017

Registered Agent Name & Address

BALLARD, BRIAN D
201 EAST PARK AVENUE,
5TH FLOOR
TALLAHASSEE, FL 32301

Name Changed: 05/01/2003

Address Changed: 01/18/2018

Officer/Director Detail

Name & Address

Title President

BALLARD, BRIAN D
201 EAST PARK AVENUE,
5TH FLOOR
TALLAHASSEE, FL 32301

Title CFO

Green, Amanda
201 EAST PARK AVENUE,
5TH FLOOR
TALLAHASSEE, FL 32301

Title Executive Secretary

Crawley, Shanna
201 EAST PARK AVENUE,
5TH FLOOR
TALLAHASSEE, FL 32301

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2017 | 01/09/2017 |
| 2018 | 01/18/2018 |
| 2019 | 01/24/2019 |

Document Images

[01/24/2019 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/18/2018 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/09/2017 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/26/2016 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/12/2015 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/15/2014 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/02/2014 -- Off/Dir Resignation](#)

[View image in PDF format](#)