

**CONTRACT  
BETWEEN  
JEA  
AND  
BALLARD PARTNERS, INC.  
JEA CONTRACT # JEA12319**

**THIS CONTRACT** is made and entered into as of the 1st day of February, 2025, (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and, **BALLARD PARTNERS, INC.**, a Florida corporation, authorized to conduct business in the state of Florida, with its principal address at 201 East Park Avenue, 5<sup>th</sup> Floor, Tallahassee, Florida 32301 (“**Company**”).

**WHEREAS**, JEA issued a Solicitation Number **1411897250** for "**DUVAL COUNTY AND FEDERAL EXECUTIVE BRANCH GOVERNMENT RELATIONS CONSULTING SERVICES**" (the “**Solicitation**”); and

**WHEREAS**, based on Company’s response to the Solicitation (the “**Response**”), on **January 31, 2025**, JEA informally awarded a contract, as allowed by Article 3-102 of the JEA Procurement Code, to Company to provide certain services to JEA as described in the Solicitation (the “**Work**”);

**NOW THEREFORE**, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. **Engagement and Performance of Work**. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.
2. **Compensation**. JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.
3. **Maximum Indebtedness**. JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed **One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)**. All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

4. **Term.** The term of this Contract shall commence on the Effective Date and shall continue through **January 31, 2026**, unless sooner terminated in accordance with the terms of the Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to four (4) additional term(s) of one (1) year(s) each.

5. **Contract Documents.** This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- JEA Purchase Order
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

6. **Notices.** All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to JEA:

JEA  
225 N. Pearl Street  
Jacksonville, Florida 32202  
Attn: Kurt Wilson, Project Manager  
Email: [wilskr@jea.com](mailto:wilskr@jea.com)

and to:

JEA  
225 N. Pearl Street  
Jacksonville, Florida 32202  
Attn: Heather Beard, Mgr. Procurement Contract Administration  
Email: [bearhb@jea.com](mailto:bearhb@jea.com)

As to the Company:

Ballard Partners, Inc.  
201 East Park Avenue, 5<sup>th</sup> Floor  
Tallahassee, FL 32301  
Attn: Brian D. Ballard, President  
Email: [ballard@ballardpartners.com](mailto:ballard@ballardpartners.com)

7. **Authority.** Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. 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. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., “shrink wrap” terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company 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 amendment 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 to this Contract.

10. **Counterparts.** This Contract, and all amendments hereto, 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. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

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

**IN WITNESS WHEREOF**, JEA and Company have duly executed this Contract as of the Effective Date.

**BALLARD PARTNERS, INC.**

**Signature:**

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**Email:** ballard@ballardpartners.com

**Name:** Brian D. Ballard

**Title:**

**Date:**

**JEA**

**Signature:**

**JEA**

**Signature:**

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**Email:** lavirc@jea.com

**Name:** Rebecca Lavie

**Title:** Assistant General Counsel

**Date:**

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**Email:** gleejs@jea.com

**Name:** Jenny G. McCollum

**Title:** Dir. Procurement Services & Chief Procurement Officer

**Date:**

**JEA-Witness**

**Signature:**

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**Email:** sextte@jea.com

**Name:** Terri Sexton

**Title:** Contracts Associate

**Date:**

**EXHIBIT A**

**1411897250 APPENDIX A – RESPONSE FORM  
DUVAL COUNTY AND FEDERAL EXECUTIVE BRANCH GOVERNMENT RELATIONS  
CONSULTING SERVICES**

**RESPONDENT INFORMATION:**

RESPONDENT NAME: Ballard Partners, Inc.  
BUSINESS ADDRESS: 201 East Park Avenue, 5<sup>th</sup> Floor  
CITY, STATE, ZIP CODE: Tallahsee, FL 32301  
TELEPHONE: 850-577-0444  
EMAIL OF CONTACT: ballard@ballardpartners.com  
WEBSITE: www.ballardpartners.com

**1.15 Quotation of Rates**

**Maximum score for criterion is: 20 Points**

The Company shall provide a fixed monthly rate for the term of the Contract by completing the information below. The rate shall be all inclusive and shall include all work, profit, taxes, benefits, and all other overhead items, including photocopy and report preparation fees, if applicable. Travel and other related expenses must be approved in writing before any travel is booked or expensed. Travel will be paid in accordance with JEA's Contractor Travel Policy included in Solicitation section 2.36. There will be a "not to exceed" travel/expense budget added to the contract total specified by JEA.

Please note, the fixed monthly rate quoted by Company must be firm, and not an estimate. Any modifications, exceptions, or objections contained within the proposal form may subject the proposal to disqualification.

Retainer Fee \$ 12,500 X 36 months = \$ 450,000  
Monthly Rate Three (3) Year Total

**1.16 Experience of Professional Personnel**

**Maximum score for this criterion is: 30 Points**

Resume of the Lead Consultant and may provide up to four (4) additional resumes for personnel available to work on the JEA engagement. The Lead Consultant shall be the same consultant who is identified for the minimum qualification reference. The Lead Consultant resume will be scored separately, and the remaining resumes will be scored together as a team depending on how many resumes the Company chooses to submit. There will be a non-subjective five (5) points awarded for the Lead Consultant's years of relevant experience, a subjective ten (10) points awarded for the depth of experience by the Lead Consultant, and a subjective fifteen (15) points awarded for the depth of team experience for the balance of the resumes submitted.

Please use your own format for this section. At minimum, the resume(s) shall present the consultant's name, title, work location, years of service with the Company, applicable professional registrations, education, and work experience. The resume shall be no more than two (2) pages in length, single sided, and on 8.5" by 11" sized paper. If the resumes contain more than two (2) pages each, only the information contained on the first two (2) pages will be evaluated by JEA.

**1.17 Experience Working in Local (Duval County) and Federal Executive Policy Advocacy**

**Maximum score for this criterion is: 30 Points**

The Company shall provide a summary of local (Duval County) and federal governmental policy advocacy or experience the lead consultants have been a part of. The company shall provide examples of their experience working in or with the City of Jacksonville City Council and Mayor's Office. For federal policy advocacy, experience working with the executive branch and/or with incoming administration.

Points associated with the above bullets are in JEA's sole discretion. Please use your own format for this section.

**1.18 Design Approach and Workplan**

**Maximum score for this criterion is: 20 Points**

**1411897250 APPENDIX A – RESPONSE FORM  
DUVAL COUNTY AND FEDERAL EXECUTIVE BRANCH GOVERNMENT RELATIONS  
CONSULTING SERVICES**

Describe in your own format the Company's or team's approach to provide the services described in the Scope of Work. Describe the approach to how your firm will manage the engagement. The description shall provide a comprehensive consulting services design approach and proposed work plan and explain how the Company intends to manage the engagement and advance JEA's policy and advocacy strategies.

The work plan should include:

- The Company's approach to provide consistent and effective policy and strategy recommendations.
- A description of how the Company recommends interaction with JEA on issue and policy management.

Points associated with the above bullets are in JEA's sole discretion. Please use your own format for this section.

**The approach to consulting services is limited to a maximum of five (5) pages. Responses that are longer than five (5) pages will not be evaluated after page five (5).**

**Respondent's Certification**

By submitting this Response, the Respondent certifies (1) that the Respondent has read and reviewed all of the documents pertaining to this Solicitation and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Respondent, and (3) that the Respondent is legally authorized to do business and maintains an active status, in the State of Florida. The Company certifies that its recent, current, and projected workload will not interfere with the Respondent's ability to Work in a professional, diligent and timely manner.

The Respondent certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Please initial below:

**BB** (Initials) I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

We have received addenda \_\_\_\_\_ through \_\_\_\_\_

*Brian Ballard*  
Signature of Authorized Officer of Respondent or Agent

Brian Ballard, President  
Printed Name & Title

12/20/2024  
Date

850-577-0444  
Phone Number