

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/28/2021

Contract/Lease Control #: C20-2911-BCC

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: BALLARD PARTNERS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/19/2021

Expiration Date: 01/19/2022

Description of: STRATEGIC CONSULTING & ADVOCACY SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-4515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



# CONTRACT/LEASE RENEWAL FORM

Date: January 27, 2021  
 Company: Ballard Partners, Inc.  
 Attn: Mr. Brian D. Ballard  
 Address: 201 East Park Avenue, 5th Floor  
 City, St, Zip: Tallahassee, Florida, 32301  
 RE: Contract Renewal

CONTRACT#: C20-2911-BCC  
 BALLARD PARTNERS, INC.  
 STRATEGIC CONSULTING & ADVOCACY SERVICES  
 EXPIRES: 01/19/2022

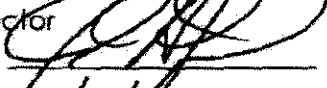
Dear Mr. Brian D. Ballard

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C20-2911-BCC for an additional term. The contract renewal period will be 01/19/2021 to 01/19/2022. The annual budgeted amount for this contract is \$ 96,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director  
 Signature:   
 Date: 1/20/21

Contractor: Ballard Partners, Inc.

Approved By: Jeffrey A Hyde Digitally signed by Jeffrey A Hyde  
Date: 2021.01.28 11:38:50 -0500  
 (as prescribed below on item 1)

Approved By: 

Date: \_\_\_\_\_  
 Approved By: Faye Douglas Digitally signed by Faye Douglas  
Date: 2021.01.28 12:24:12 -0500  
 (as prescribed below on item 1)

Title: President

Date: \_\_\_\_\_

Date: 1/28/21

**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (if applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.  
 If you have any questions please contact the Purchasing Manager at 850-689-5960. Fax: 850-689-5970

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Award To/Lessee: BALLARD PARTNERS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/27/2020

Expiration Date: 01/19/2021

Description of STRATEGIC CONSULTING & ADVOCACY SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7151

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: T30 Tracking Number: 3742-20  
Procurement/Contractor/Lessee Name: Ballard Partners Grant Funded: YES \_\_\_ NO   
Purpose: Lobbying Services  
Date/Term: 1yr  
Amount: \_\_\_\_\_  
Department: BCC  
Dept. Monitor Name: Hofstad

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 12-20-19  
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: no federal funds  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached  
\_\_\_\_\_ Date: 1-9-20  
Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached  
\_\_\_\_\_ Date: 1-23-20  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Thursday, January 9, 2020 2:30 PM  
**To:** DeRita Mason  
**Subject:** RE: Ballard Partners

DeRita

This is approved by risk management for insurance purposes.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)

\*\*\*Risk Management has moved\*\*\*  
Please note new Address



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, January 6, 2020 8:46 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Grant Dugre <[gdugre@myokaloosa.com](mailto:gdugre@myokaloosa.com)>; Kay Godwin <[kgodwin@myokaloosa.com](mailto:kgodwin@myokaloosa.com)>  
**Subject:** Ballard Partners

Kerry,

Please review the attached. Note the compensation is not complete, I am still waiting on that from the department.

Thank you,

DeRita Mason

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, January 23, 2020 8:14 AM  
**To:** DeRita Mason  
**Subject:** RE: Okaloosa County FL

This is approved for legal sufficiency.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, January 21, 2020 2:34 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Subject:** FW: Okaloosa County FL

Please see attached from the vendor with your requested changes.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)



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

## Detail by Entity Name

Florida Profit Corporation  
BALLARD PARTNERS, INC.

### Filing Information

<b>Document Number</b>	P98000025501
<b>FEI/EIN Number</b>	59-3499504
<b>Date Filed</b>	03/18/1998
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	08/08/2011
<b>Event Effective Date</b>	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**

<b>Report Year</b>	<b>Filed Date</b>
2017	01/09/2017
2018	01/18/2018
2019	01/24/2019

#### **Document Images**

<a href="#">01/24/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/15/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/02/2014 -- Off/Dir Resignation</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/08/2011 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">06/30/2011 -- Amendment and Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">06/30/2011 -- Off/Dir Resignation</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/07/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/09/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/17/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/27/2003 -- Amendment and Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/12/2002 -- Name Change</a>	<a href="#">View image in PDF format</a>



<a href="#">08/12/2002 -- Off/Dir Resignation</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/04/1999 -- Amendment and Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/1998 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

Florida Department of Law, Division of Corporations

## **CONTRACT FOR SERVICES**

This contract is entered into between Okaloosa County, FL ("the Client"), 302 N. Wilson Street, Suite 302, Crestview, FL 32536, and Ballard Partners, Inc. ("the Firm"), 601 13<sup>th</sup> Street NW, Suite 450N, Washington, D.C. 20005.

### 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 United States government; 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 and shall remain effective January 20, 2020 until January 19, 2021. This agreement shall automatically renew for successive one-year periods on the anniversary of the effective date of the agreement unless either party terminates the agreement. Upon renewal this agreement may be terminated within 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 Federal 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. The Firm also provides Strategic Communications services through its Ballard Media Group and those services are not included as part of this Agreement.

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 \$96,000 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 \$8,000 a month, beginning January 20, 2020, and continuing to be due on the twentieth of each month until the termination of the agreement. The Firm will bill costs monthly.

5. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE 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 CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County 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.
3. 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 completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

6. Governing Law & Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.


[SIGNATURE PAGE FOLLOWS]

**OKALOOSA COUNTY, FL**

  
\_\_\_\_\_  
By: John Hofstad  
Title: Okaloosa County Administrator

Date: 1/27/20

**BALLARD PARTNERS, INC.**

  
\_\_\_\_\_  
By: Brian D. Ballard  
Title: President

Date: 1/21/2020

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Ballard Partners, Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: January 21, 2020

COMPANY: Ballard Partners, Inc.

ADDRESS: 201 East Park Avenue

5th Floor

TALLAHASSEE, FL 32301

PHONE NO.: 850-577-0444

SIGNATURE: 

NAME: Brian D. Ballard  
(Typed or Printed)

TITLE: President

E-MAIL: ballard@ballardpartners.com