

9953

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
AVALANCHE CONSULTING, INC.
FOR
EVALUATION OF ECONOMIC DEVELOPMENT PROFILE**

THIS CONTRACT, made and entered into this 4 day of March, 2014 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and AVALANCHE CONSULTING, INC. (the "CONTRACTOR"), a Texas corporation authorized to transact business in Florida and with its principal offices at 101 West 6th Street, Suite 612, Austin, Texas 78701.

WHEREAS, the CITY (as the "Buyer") issued an Invitation to Bid No. P-15-14 (including all addendum, the "ITB"), dated January 21, 2014, for evaluation of the City of Jacksonville's Economic Development Profile (the "Services"); and

WHEREAS, based on CONTRACTOR'S response to the ITB dated January 31, 2014, consisting of 29 pages (the "Response"), the CITY has awarded this Contract to CONTRACTOR;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by CONTRACTOR as specified in the ITB and the Response.
2. **Compensation.** CONTRACTOR will be paid by the CITY for the Services in accordance with the Price Proposal as set forth in the Response.
3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all services under this Contract shall be a fixed monetary amount not-to-exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**.
4. **Term.** The initial term of this Contract shall commence upon the Effective Date and shall continue until completion of the work specified in the ITB, unless sooner terminated in accordance with the terms of the ITB. Both parties anticipate that all services contemplated under the ITB and this Contract will be completed within ninety (90) days of the Effective Date.
5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the ITB
- Specific Information Regarding The ITB (Section 1 of the ITB)
- General Instructions (Section 2 of the ITB)
- General Terms and Conditions of Contract (Section 3 of the ITB)
- Equal Business Opportunity Program Requirements (Section 4 of the ITB)
- The Response, provided that any terms in the Response that are prohibited under the ITB shall not be included in this Contract.

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

As to the CITY:

City of Jacksonville
 Office of Economic Development, Ste. 275
 117 W. Duval Street
 Jacksonville, Florida 32202
 Attn: Josh Kelne

With Copy to:

Office of General Counsel
 City of Jacksonville
 Attn: Government Operations and Contracts Dept.
 117 West Duval Street, Suite 480
 Jacksonville, Florida 32202

As to the CONTRACTOR:

Avalanche Consulting, Inc.
 101 West 6th Street, Suite 612
 Austin, Texas 78701
 Attn: Amy Holloway

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Josh Kelne, and the CONTRACTOR'S Contract Manager is Amy Holloway. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

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

10. **Counterparts.** This Contract, and all amendments thereto, 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.

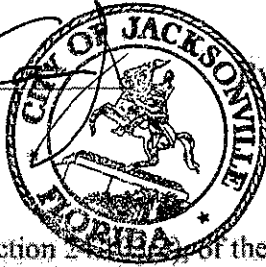
[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



By Karen Bowling
Alvin Brown
Mayor

In accordance with Section 2-10 of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton
Director of Finance
CITY Contract Number: 9953

Form Approved:

[Signature]
Office of General Counsel

[Signature]

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

ATTEST:

AVALANCHE CONSULTING, INC.,
a Texas Corporation

By _____
Signature

Type/Print Name

Title

By [Signature]
Signature

AMY HOLLOWAY
Type/Print Name

President
Title