

RESOLUTION NO. 2008- 24

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, APPROVING THE TERMS CONDITIONS, AND REQUIREMENTS OF A CONTRACT EXTENSION BETWEEN ST. JOHNS COUNTY, FLORIDA, AND MARLOWE AND COMPANY, IN ORDER FOR MARLOWE AND COMPANY TO CONTINUE LOBBYING EFFORTS ON BEHALF OF THE COUNTY ASSOCIATED WITH BEACH PROTECTION, RENOURISHMENT, AND OTHER PUBLIC WORKS PROJECTS, AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE CONTRACT EXTENSION ON BEHALF OF THE COUNTY

WHEREAS, The Army Corps of Engineers can not lobby for Federal funding for ongoing beach nourishment and protection projects in St Johns County, and;

WHEREAS, Marlowe and Company has been continually lobbying on behalf of St Johns County for the appropriation of Federal Funding to continue ongoing efforts for Beach Nourishment and Protection Projects, and;

WHEREAS Marlowe and Company currently have a Contract with the County, in order to provide lobbying services associated with beach protection, beach renourishment, and other public works projects; and

WHEREAS, St Johns County and Marlowe and Company wish to extend the current contractual agreement for said services; and

WHEREAS, a copy of the proposed Contract Extension is attached and incorporated as an Exhibit to this Resolution; and

WHEREAS, the County has determined that this Contract Extension is in the overall interests of the County.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:

Section 1: The above recitals as hereby incorporated into the body of this Resolution and adopted as findings of fact.

Section 2: The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Contract Extension between Marlowe and Company and St. Johns County, Florida, and authorizes the County Administrator to execute the Contact Extension on behalf of the County.

Section 3: The Clerk of Circuit Court is instructed to file the Agreement in the public records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,  
Florida, this 22<sup>nd</sup> day of January, 2008.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest: Pam Heltem  
Deputy Clerk

By: Thomas G. Manuel  
Thomas G. Manuel, Chair

Effective Date: January 22, 2008

RENDITION DATE 1/25/08

Res 08-24  
**Services Agreement**

This agreement, made on \_\_\_\_\_, 2008, shall be the complete and binding agreement between St. Johns County, Florida (County) and Marlowe & Company, LLC, a government affairs consulting and lobbying firm located at 1667 K Street NW in Washington, DC.

**Background**

The County, for the purpose of retaining federal professional lobbying assistance with its U.S. Army Corps of Engineers Beach Nourishment projects and other Public Works projects, has requested the extension of services of Marlowe & Company. The County and Marlowe & Company wish to set forth herein the terms and conditions under which the services shall be rendered by Marlowe & Company. In consideration of the foregoing end of the mutual agreements set forth below, the parties agree as follows:

**Terms**

1. The County will pay Marlowe & Company \$3,600 per month from October 1, 2007 to September 30, 2008 for services performed by Marlowe & Company in relation to the County's federal beach nourishment projects. This fee includes reimbursements for all out-of-pocket expenses.
2. The fees and services described in Paragraph #1 does not include payment for the expense of any out-of-County travel Marlowe & Company may incur at the request of the County.
3. The services described in Paragraph #1, above, shall be performed at the direction and to the satisfaction of the County.
4. Marlowe & Company shall account to the County for the time it has spent in performance of the services described in Paragraph #1 and shall maintain contact with a representative of the County by telephone, fax, mail, and/or e-mail to inform said representative of developments regarding the services described in Paragraph #1 and respond to said representatives comments and questions in a prompt and appropriate manner.
5. Either party may terminate this contract without cause by providing thirty (30) days written notice.

This Agreement contains the entire agreement and understanding of the County and Marlowe & Company with respect to the matters covered herein, and may only be modified by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year written above.

For Marlowe & Company, LLC:

\_\_\_\_\_  
Name: Howard Marlowe  
Title: President

\_\_\_\_\_  
Name: Greg Burns, Vice President  
Witness

For St. Johns County, Florida

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Witness