

RESOLUTION NO. 2009- 26

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACKNOWLEDGING THE COUNTY ADMINISTRATOR'S AUTHORITY TO EXERCISE BOTH SECTION 306.3.1.3, AND SECTION 302.6.5.1 OF THE COUNTY'S PURCHASING MANUAL SO THAT THE COUNTY ADMINISTRATOR MAY SELECT A LOBBYIST FOR PURPOSES OF POSITIVELY IMPACTING THE COUNTY'S INTERESTS; APPROVING TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES LOBBYIST AGREEMENT; AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SELECT A LOBBYIST, AND THEREAFTER ENTER INTO, AND EXECUTE , ON BEHALF OF THE COUNTY, A PROFESSIONAL SERVICES AGREEMENT BETWEEN ST. JOHNS COUNTY, AND THE SELECTED PROFESSIONAL LOBBYIST

WHEREAS, the County has determined that selecting a professional lobbyist will enhance the County's ability to secure Grants, Stimulus Funds, and other awards available to local governments; and

WHEREAS, the County Administrator has determined that it will be difficult to define the precise scope of work; and

WHEREAS, under such a determination, the County Administrator may exercise Section 306.3.1.3 of the County's Purchasing Manual; and

WHEREAS, it is essential for the County to select a Lobbyist immediately, in order to preserve the ability to qualify for Grants, Stimulus Funds, and other awards available to local governments; and

WHEREAS, under such a determination, the County Administrator may exercise Section 302.6.5.1 of the County's Purchasing Manual; and

WHEREAS, the County has reviewed the terms and conditions associated with the Professional Services Lobbyist Agreement (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that selecting a Lobbyist and entering into a Professional Services Lobbyist Agreement with the selected Lobbyist will serve the 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 are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby acknowledges the County Administrator's authority to exercise Section 306.3.1.3 of the County's Purchasing Manual, so that the County Administrator may select a Lobbyist, for purposes of positively impacting the County's interests.

Section 3. The Board of County Commissioners acknowledges the authority of the County Administrator to exercise and follow the Emergency procedures set forth in Section 302.6.5.1 of the County's Purchasing Manual, so that the County Administrator may select a Lobbyist on a short-turnaround.

Section 4. The Board of County Commissioners approves the terms, and conditions of a Professional Services Lobbyist Agreement, in substantially the form attached and incorporated herein.

Section 5. The Board of County Commissioners authorizes the County Administrator to select a Lobbyist, and thereafter, enter into, and execute, on behalf of the County, a Professional Services Lobbyist Agreement, in substantially the form attached and incorporated herein.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of February, 2009.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

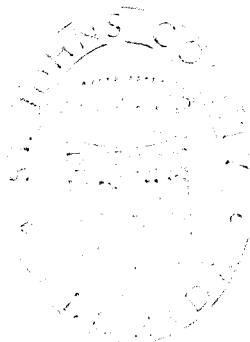
BY: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

BY: Guanne King
Deputy Clerk

Effective Date: 02-03-09

RENDITION DATE 02/05/09



**Professional Services Agreement
For St. Johns County Lobbyist Services**

THIS PROFESSIONAL SERVICES LOBBYIST AGREEMENT (the "Agreement"), DATED the _____ day of _____, 2009, by and between **St. Johns County, Florida, (the "County")**, a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida 32084, and _____ (the "Consultant"), with a place of business located at _____, sets forth the terms and conditions under which the **Consultant will perform specified and/or detailed Consulting Services.** pursuant to which **Consultant** will perform certain consulting services for the **County** under the terms and conditions set forth below:

ARTICLE I – SERVICES

1.01 **Consultant** will perform such services as the following:

- (a) Monitor and/or report to the **County** on legislation that might affect the **County on a State or Federal level, and inform/notify the County of opportunities that will positively impact the interests of the County and its residents.**
- (b) General efforts to support, modify, or oppose legislation or regulation that may be relevant to the **County** and in particular Grants, Stimulus Funds, Unfunded Mandates, and similar and/or related issues pertaining to the **County**; such efforts include appearing before governmental bodies, drafting and distributing petitions, and presenting evidence to governmental committees or other bodies.
- (c) Reporting to the **County** on governmental affairs activity and providing the **County** with briefs, amendments, roll call votes, and other information or documents which may be distributed in connection with legislative, executive, judicial or regulatory proceedings.
- (d) Constituency development.
- (e) Serving as a general recourse for the benefit of the **County** staff on matters relevant to the **County.**

(f) In forming the **County** of changes in federal, state, and local lobbying laws.

1.02 **Consultant** shall not begin work on any project until **Consultant** receives the **County's** approval to begin work. During the course of a project, **Consultant** shall give the **County** progress reports, whether oral or written, as the **County** may from time to time request. **Consultant** shall also present finished work product in a form and manner which is acceptable to the **County**.

1.03 Throughout the term of this **Agreement**, **Consultant** will be available at reasonable time to meet with designated **County Representatives** and attend scheduled **County Commission** meetings.

ARTICLE II – WARRANTIES AND REPRESENTATIONS

2.01 With regard to **Consultant's** performance of any and all services and obligations under this **Agreement**, **Consultant** makes the warranties and representation of this **Article II**.

2.02 **Consultant** will perform in a timely, professional, and ethical manner and will not use any improper methods when urging consideration of any matter.

2.03 **Consultant** will comply in full with all applicable Federal, State and local laws and regulations, including those which govern gifts and contributions. **Consultant** shall immediately notify **County** of any conduct on **Consultant's** part which may be in violation of any laws or regulations which govern **Consultant's** performance hereunder.

2.04 **Consultant** will comply with such **County** policies of which the **County** has given **Consultant** express notice. **Consultant** will immediately notify the **County** of any conduct on **Consultant's** part which may be in violation of any corporate policies or procedure which govern contractor's performance hereunder.

2.05 **Consultant** has secured and will maintain all necessary licenses, certifications, or registrations which are required by law.

2.06 To the extent not covered by any one of the above provisions, **Consultant** will abide by, and comply with, any, and all, applicable rules, regulations, and laws related to lobbying, and/or activities associated with lobbying.

ARTICLE III – REGISTRATION AND REPORTING

- 3.01 **Consultant** is responsible for registering and filing all reports with federal, state, and local governments which may be required by law or regulation in connections with **Consultant's** activities on behalf of the **County**. Such reports must be filled in an accurate and timely manner at **Consultant's** expense.
- 3.02 **Consultant** will forward copies of all registrations and reports to the **County** immediately upon filing. **Consultant** will further provide all necessary information and assistance to the **County** in a timely and accurate fashion to enable the **County** to comply with its filing and registration obligations.

ARTICLE III – FEES AND EXPENSES

- 4.01 In consideration of the services to be rendered hereunder by this **Agreement**, the **County** agrees to compensate **Consultant** at a total of thirty **fixed rate of four thousand dollars (\$4,000.00) per month, not to exceed a total of thirty-two thousand dollars (\$32,000.00) over the duration of this Agreement**. This fee is inclusive of compensation for all direct expenses related to this agreement unless otherwise approved by the **County**. This fee is not contingent upon the success of any undertaking hereunder except where and to the extent permitted by law and as may be specifically provided herein.
- 4.02 Expenditures for honoraria, gifts, political contributions or entertainment of government officials are not reimbursable expenses unless (a) **Consultant** requests and receives prior approval from the **County** for the expenditures and (b) the expenditures are made in full compliance with all applicable laws and regulations.
- 4.03 All expenses of twenty-five dollars (\$25.00) or more must be submitted with receipts or comparable supporting documentation. All expenses in excess of five hundred dollars (\$500.00) require advance approval from the **County**. Expenses for projects not specifically covered by this **Agreement** must be approved in advance by the **County** and billed separately. Failure to obtain

County approval or submit documentation in accordance with this paragraph will negate **Consultant's** rights to reimbursements.

ARTICLE V – BILLING AND PAYMENT

- 5.01 **Consultant** will submit monthly invoices for services rendered and expenses incurred on **County Form 1551** (copy attached). The **County** will make payments within forty-five (45) days of receipt of such statements. Should the **County** require additional documentation from the **Consultant**, the forty-five day time frame shall not commence, until the documentation is received by the **County**.
- 5.02 By accepting payments under this **Agreement**, **Consultant** certifies that **Consultant** (a) has complied with the terms and conditions of this **Agreement**, including **Consultant's** obligations to comply with all applicable laws, regulations, and **County** policies and (b) has filed all reports and notices which may be required.

ARTICLE VI – DURATION AND TERMINATION

- 6.01 The **duration of this Agreement** runs from **February 10, 2009, through, and until 11:59 pm, on September 30, 2009**, unless earlier terminated as provided below.
- 6.02 The **County** may terminate this **Agreement**, with or without cause, on fifteen (15) days written notice to **County** at the address set forth above. Consistent with other provisions of this **Agreement**, **Consultant** will be compensated for any services and/or expenses that are authorized under this **Agreement**, and that are performed and/or accrued up to the date of the notice of termination.

ARTICLE VII – RECORDS AND RIGHT TO AUDIT

- 7.01 As a condition of entering into this **Agreement**, and in order to ensure compliance, especially as it relates to this **Agreement**, and

any applicable law, rule, or regulation, **Consultant** authorizes the **County** to examine, review, inspect, and/or audit the books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this **Agreement**. It is specifically noted that **Consultant** is under no duty to provide access to documentation not related to this **Agreement**, and/or is otherwise protected by **County, State, or Federal law**.

7.02 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this **Agreement**, shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or unaffiliated party.

7.03 The **County** shall have the right to consult with **Consultant** regarding its policies and practices governing the retention and disposal of documents and records related to **Consultant's** performance of this **Agreement**. The **County** shall also have the right to request that **Consultant** modify its policies and practices to ensure their compatibility with the **County's** policies and practices governing the retention and disposal of documents and records.

ARTICLE VIII – THIRD PARTY CONTACTS

8.01 The **Consultant** may respond to routine inquires from members of the press, legislators or administrative officials concerning legislation or administrative rules which **Consultant** is lobbying for or against on the **County's** behalf but will immediately notify **County** of such responses and will provide the **County** with copies of any documents or materials which **Consultant** submits in response to such inquires.

ARTICLE IX – INDEMNITY

- 9.01 The **Consultant** will indemnify and hold harmless the **County**, its affiliates and their officers, employees, directors and agents from all claims, liabilities, costs, and expenses, including reasonable attorney's fees that arise from or may be attributable to errors, omissions or fault of **Consultant**.
- 9.02 **Consultant's** obligations to indemnify and hold harmless will survive the termination of the **Agreement**.

ARTICLE X – INDEPENDENT CONTRACTOR

- 10.01 **Consultant** is an independent contractor and this **Agreement** will not be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between the **County** and **Consultant** or any of the **Consultant's** employees within the meaning of any Federal, State, or local law.
- 10.02 **Consultant** will not enter into any agreement, oral or written, on behalf of the **County**, or otherwise obligate the **County**, without the **County's** advance written approval.

ARTICLE XI – EXCLUSIVITY

- 11.01 During the term of the **Agreement**, and for twelve (12) months thereafter, **Consultant** will not, without the prior written consent of the **County**, engage in lobbying, consulting or similar activities on behalf of any company, entity, or person which has interests which are adverse to the interests of the **County**. Should **Consultant** breach/violate this **Article**, the **County** may seek re-imbusement for any, or all, fees and/or compensation advanced/paid to **Consultant**.

ARTICLE XII – MISCELLANEOUS

- 12.01 This **Agreement** and all matters collateral hereto will be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this **Agreement** shall be in St. Johns County, Florida.
- 12.02 If any provision of the **Agreement** is held invalid or unenforceable, the remaining provisions will remain in effect.
- 12.03 This is a personal service contract and may not be assigned or transferred by **Consultant**.
- 12.04 A waiver by either party of any of the terms and conditions of the agreement, in one or more instances, will not constitute a waiver of terms and conditions.

12.05

Notices provided will be in writing and sent by certified mail, return receipt requested. Notices to **Consultant** will be sent to the address written above. Notices to the **County** will be sent to:

Mr. Michael D. Wanchick
County Administrator
500 San Sebastian View Drive
St. Augustine, Florida 32084

County

Consultant

By: _____
Signature

By: _____
Signature

By: _____
Printed Name & Title

By: _____
Printed Name & Title

Date of Execution

Date of Execution

Cheryl Strickland, Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

MONTHLY INVOICING FORM

PROJECT DESCRIPTION:
09 Lobbyist Services

SJC Project Cost Code:

FIRM:

Invoice #:

Date:

Task or Item No.	Description	Value	Previous Amount Billed	Amount Due This Invoice	Comments
TOTALS:					

TOTAL DUE THIS INVOICE:\$

FORM 1551