

RESOLUTION NO. 2009-287

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES LOBBYIST RENEWAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE FIORENTINO GROUP; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE RENEWAL AGREEMENT, ON BEHALF OF THE COUNTY

WHEREAS, on or about, February 20, 2009, St. Johns County, Florida (County), entered into a Professional Services Lobbyist Agreement with The Fiorentino Group (Fiorentino); and

WHEREAS, the County's Agreement with Fiorentino expired September 30, 2009; and

WHEREAS, both the County and Fiorentino desire to renew the Agreement on similar terms to the original Agreement; and

WHEREAS, the County has drafted a Renewal Agreement with similar terms to the original Agreement; and

WHEREAS, as a result of the Renewal Agreement, Fiorentino will continue to lobby on behalf of the County on varied State and Federal matters; 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 entering into a Renewal Agreement with Fiorentino 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 approves the terms, conditions, provisions, and obligations/requirements of the Professional Services Lobbyist Renewal Agreement between St. Johns County, Florida and The Fiorentino Group, and authorizes the County Administrator, or designee, to execute the Renewal Agreement, on behalf of the County.

Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of October, 2009.

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

BY: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

BY: Sam Halterman
Deputy Clerk

Effective Date: October 20, 2009

RENDITION DATE 10/22/09

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

THIS PROFESSIONAL SERVICES LOBBYIST RENEWAL AGREEMENT (the "Renewal 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 Fiorentino Group (the "Consultant"), with a place of business located at 31 West Adams Street, Suite #204, 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 resource 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 that is acceptable to the **County**.
- 1.03 Throughout the term of this **Renewal 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 **Renewal 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 connection 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 **Renewal Agreement**, the **County** agrees to compensate **Consultant** at a total fixed rate of four thousand, five hundred dollars (\$4,500.00) per month, not to exceed a total of fifty-four thousand dollars (\$54,000.00) over the duration of this **Renewal Agreement**. This fee is inclusive of compensation for all direct expenses related to this **Renewal 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 **Renewal 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** right 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 **Renewal Agreement**, **Consultant** certifies that **Consultant** (a) has complied with the terms and conditions of this **Renewal 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 Renewal Agreement** runs from **October 20, 2009, through, and until 11:59 pm, on September 30, 2010**, unless earlier terminated as provided below.
- 6.02 The **County** may terminate this **Renewal Agreement**, with or without cause, on **thirty (30) days** written notice to **County** at the address set forth above. Consistent with other provisions of this **Renewal Agreement**, **Consultant** will be compensated for any services and/or expenses that are authorized under this **Renewal Agreement**, and that are performed and/or accrued up to the date of the notice of termination.
- 6.03 **This Renewal Agreement shall automatically renew every year, subsequent to the original duration, unless either the County or the Consultant, notifies, in writing, the other party that County or the Consultant does not intend to renew the Renewal Agreement. The same terms noted in this Renewal Agreement shall be in force in any automatic renewal unless**

the County and Consultant modify this Renewal Agreement, in the manner set forth in this Renewal Agreement.

ARTICLE VII – RECORDS AND RIGHT TO AUDIT

- 7.01 As a condition of entering into this **Renewal Agreement**, and in order to ensure compliance, especially as it relates to this **Renewal 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 **Renewal Agreement**. It is specifically noted that **Consultant** is under no duty to provide access to documentation not related to this **Renewal 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 **Renewal 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 **Renewal 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 inquiries 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 inquiries.

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 **Renewal Agreement**.

ARTICLE X – INDEPENDENT CONTRACTOR

- 10.01 **Consultant** is an independent contractor, and this **Renewal 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 **Renewal Agreement**, and for twelve (12) months thereafter, **Consultant** will not, without the prior written consent of the **County (which consent shall not be unreasonably withheld)**, 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 reimbursement for any, or all, fees and/or compensation advanced/paid to **Consultant**.

ARTICLE XII – MISCELLANEOUS

- 12.01 This **Renewal 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 **Renewal Agreement** shall be in St. Johns County, Florida.
- 12.02 If any provision of the **Renewal Agreement** is held invalid or unenforceable, the remaining provisions will remain in effect.
- 12.03 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.
- 12.04 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
St. Augustine, Florida 32084

12.05 Both the County and the Consultant acknowledge that this Renewal Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and the Consultant acknowledge that any change, amendment, modification, or revision of this Agreement (other than automatic renewal or automatic termination, as noted elsewhere in this Renewal Agreement), shall be in writing, and shall be duly executed by duly authorized representatives of both the County, and the Consultant.

12.06 In light of the scope and rationale for this Renewal Agreement, neither the County, nor the Consultant, may assign, transfer, and/or sell any of the rights noted in this Renewal Agreement, or associated with this Renewal Agreement, without the express written approval of the other party. Should either the County, or the Consultant, assign, transfer, and/or sell any of the rights of this Renewal Agreement, without such prior written approval of the other party, then such action on the part of either the County, or the Consultant, shall result in the automatic termination of this Renewal Agreement, without further notice or action required on the part of the other party.

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:
09-10 Lobbyist Services

SJC Project Cost Code:

FIRM:

Invoice #:

Date:

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