

RESOLUTION NO: 2009- 46

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF A CONTRACT FOR PROFESSIONAL CONSULTING SERVICES AMONG ST. JOHNS COUNTY, FLORIDA, THE CITY OF ST. AUGUSTINE AND JEANNE ZEIDLER TO ASSIST WITH THE PLANNING AND EXECUTION OF THE 450TH COMMEMORATION OF ST. AUGUSTINE, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE CONTRACT, ON BEHALF OF THE COUNTY

WHEREAS, the County Commission for St. Johns County, Florida finds that the support of the 450th commemoration is a proper use of funds generated and spent for the development of tourism; and

WHEREAS, the St. Johns County Tourist Development Council has recommended that the County, the City and Jeanne Zeidler enter into a contract to employ Jeanne Zeidler as a Professional Consultant for work associated with the planning and execution of the 450th commemoration of St. Augustine; and

WHEREAS, the Board has reviewed the terms, provisions, conditions and requirements of the continuing contract for professional consulting services between the County, City and Jeanne Zeidler; and

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms provisions, conditions, and requirements for the continuing contract for professional consulting services among the County, the City and Jeanne Zeidler (attached hereto, and incorporated herein), and authorizes the County Administrator, or designee, to execute the Contract, on behalf of the County.

Section 3. To the extent that there are typographical 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 17th day of February 2009.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

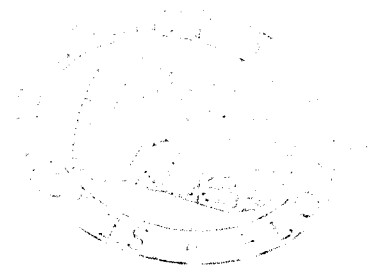
Attest:

Pam Halterman
Deputy Clerk

By:

Ron Sanchez
Ron Sanchez, Vice Chair

RENDITION DATE 2/18/09



**CONTINUING CONTRACT
FOR
PROFESSIONAL CONSULTING SERVICES**

This Contract is made and entered into by and between the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the "CITY," whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085, **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("COUNTY"), whose mailing address is 500 San Sebastian View, St. Augustine, Florida, 32084, and **JEANNE ZEIDLER**, hereinafter referred to as the "CONSULTANT," whose mailing address is 148 Mimosa Drive, Williamsburg, VA, 23185.

WITNESSETH:

Whereas, the CITY owes a duty to its citizens to protect and perpetuate the historical resources of the CITY and to foster the communication to the public of the historical foundations of the CITY; and

Whereas, the CITY will commemorate the 450th anniversary of the founding of the CITY as the nation's oldest continuously occupied European settlement in the year 2015; and

Whereas, the City Commission of the City of St. Augustine finds that proper preparation for the 450th commemoration requires the expertise of consultants intimately familiar and specifically qualified to provide guidelines for that preparation; and

Whereas, the Jamestown 2007 commemoration provided **JEANNE ZEIDLER**, the Executive Director of Jamestown 2007, with the unique and necessary qualifications to provide the required consultation and guidance to the CITY;

Whereas, the County Commission for St. Johns County, Florida finds that the support of the 450th commemoration is a proper use of funds generated and spent for the development of tourism as recommended by the St. Johns County Tourist Development Council;

NOW, THEREFORE, in consideration of the mutuality of the covenants and agreements hereinafter contained, the parties, for themselves and their respective successors, personal representatives and assigns, mutually covenant and agree with each other as follows:

1. RECITALS.

The parties acknowledge the accuracy of the Recitals and agree to their incorporation into this Contract.

2. SCOPE OF WORK.

A. **Employment of Consultant.** The CITY and the COUNTY hereby employ the CONSULTANT as Professional Consultant for work associated with the planning and execution of its 450th commemoration and for such other projects which the CITY may designate and as the parties hereto may determine by mutual agreement.

B. **Specific Duties.** The specific duties for which the CITY and COUNTY employ the CONSULTANT are those described in the Scope of Work, attached hereto and incorporated herein as Exhibits "A" and "B."

3. CONSIDERATION.

A. **Amount of Consideration.** The COUNTY agrees to pay to the CITY from tourist development funds approved by the St. Johns County Tourist Development Council a sum not to exceed \$20,000.00, and the CITY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Contract, a fee of \$20,000.00. The amount of said consideration shall not exceed \$20,000.00 without the prior written approval of the CITY and the COUNTY.

B. **Reimbursable Expenses.** The CONSULTANT shall be compensated by the CITY for certain work-related expenditures related to the performance of this Contract. Such expenditures may not exceed the sum of \$2,500.00 without the approval of the City Commission. Such expenditures from approved funds must be authorized in advance in writing by the City Manager of the CITY. Costs from sub-consultants and vendors shall be directly passed through to CITY without overhead or profit to the CONSULTANT.

C. **Payment of Consideration.** Unless otherwise specified in a Supplement of this Contract, earned compensation for the various categories of authorized services shall be invoiced by the CONSULTANT monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY within thirty (30) days of receipt thereof.

D. **Availability of Funds.** The obligations of the CITY and the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida, the COUNTY and the CITY Commissioners. The parties expressly acknowledge that funds for payment of the \$20,000.00 consideration will not come from funds of the CITY but solely from funds provided by the St. Johns County Tourist Development Council and that any obligation of the CITY to pay such consideration shall arise only upon and after receipt of such funds by the CITY from the COUNTY.

4. SPECIAL PROVISIONS.

A. **Assurances for Assistance.** The CITY shall assist the CONSULTANT throughout the duration of this Contract by placing at the CONSULTANT'S disposal all

information that may be available and useful relative to the services to be performed by the CONSULTANT.

B. Contract Not Assignable. This Contract shall not be assignable in whole or in part by either party to this Contract without the full consent of the other party in writing.

C. Independent Consultant Relationship. The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an independent consultant, and not an employee, agent or servant of the CITY or the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision and control. The CONSULTANT shall exercise control over the means and manner in which she and her employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of her employees to the CITY and the COUNTY shall be that of an independent contractor and not as employees or agents of the CITY or the COUNTY.

The CONSULTANT does not have the power or authority to bind the CITY or the COUNTY in any promise, agreement or representation.

5. TERM.

The Term of this Contract shall commence on the Effective Date and shall terminate on the satisfactory completion of the Specific Duties assigned to the CONSULTANT.

6. TERMINATION.

This Agreement may be terminated by any party on thirty (30) days prior written notice to the other parties. In the event of such termination, the CITY shall pay the CONSULTANT fees for all work approved in writing by the COUNTY and satisfactorily completed and all expenses approved in writing by the CITY Commission and incurred prior to the date of termination.

7. NOTICES.

Any notices regarding this Contract are to be addressed to the following representatives:

CITY:
William B. Harriss
City Manager
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210

COUNTY:
Michael D. Wanchick
County Administrator
St. Johns County, Florida
500 San Sebastian View
St. Augustine, FL 32084

CONSULTANT:
Jeanne Zeidler
148 Mimosa Drive
Williamsburg, VA 23185

8. INDEMNIFICATION.

The CONSULTANT shall indemnify and hold harmless the CITY and the COUNTY and their officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Contract.

9. REMEDIES.

Each party to this Contract shall be entitled to seek enforcement of this Contract against the other party and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief. The CITY, however, specifically and expressly, reserves all rights to sovereign immunity granted to municipalities by law, including, but not limited to, Section 768.28, Florida Statutes.

10. UNENFORCEABILITY OF PROVISIONS.

If any provision of this Contract or any portion thereof is held to be invalid or unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect.

11. MODIFICATION.

This Contract may only be modified by written agreement approved and executed in a manner consistent with this Contract by all parties to this Contract.

12. ATTORNEYS' FEES.

In the event of any litigation, mediation, action by legal counsel, bankruptcy proceeding or collection effort arising in any manner hereunder whether or not suit be brought, the prevailing party or substantially prevailing party shall be entitled to recover all court costs, reasonable attorney's fees and attorneys' costs, including those arising from appeal at all levels of the proceedings.

13. CHOICE OF LAW; VENUE.

This Contract shall be governed by the laws of the State of Florida. Each party agrees that any action, controversy or cause of action arising out of the terms of this Contract shall be brought in a court of competent jurisdiction in St. Johns County, Florida,

regardless of the place of execution of the Contract and each party hereby waives any right to require that any action to enforce this Contract be brought in any other jurisdiction or venue.

14. JUDICIAL INTERPRETATION. If any of the provisions of this Contract require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction than the document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

15. EFFECTIVE DATE.

This Contract shall become effective on the latest of the date the Contract is approved by the City Commission for the City of St. Augustine, the St. Johns County Board of County Commissioners and the date the Contract is approved by the authorized representative of CONSULTANT.

16. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement between the parties, and no amendment or modification to this document shall be effective unless made in writing and signed by all parties. No other agreements, representations or promises shall be binding on the parties except those agreements, representations and promises contained herein or in some future writing signed by the parties making such agreements, representations or promises. The parties expressly acknowledge and agree that they have neither made nor relied on any promise or representation except those expressly set forth in this Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the dates set forth below.

"CITY"

**CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation**

ATTEST:

By: _____
Joe Boles, Mayor

Karen Rogers, CMC, City Clerk
(SEAL)

Date: _____

* * * **SIGNATURES CONTINUE ON THE FOLLOWING PAGE** * * *

ATTEST:

Cheryl Strickland, Clerk of Court

(SEAL)

Signed, sealed and delivered
in the presence of:

Witness

Printed Name: _____

Witness

Printed Name: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney

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

By: _____
Cyndi Stevenson, Chairperson

Date: _____

"CONSULTANT"

JEANNE ZEIDLER

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

County Attorney