

**FIRST RENEWAL TO
AGREEMENT/CONTRACT # 2015/2016-66**

THIS FIRST RENEWAL TO AGREEMENT #2015/2016-66 entered into as of this 27th day of SEPTEMBER, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY") AND THE FIORENTINO GROUP (hereinafter referred to as the "CONSULTANT"), whose address is 31 W. Adams Street, Suite 204, Jacksonville, Florida 32202.

WHEREAS, the parties have previously entered into an Agreement with a beginning date of January 12, 2016, designated by the COUNTY as Agreement # 2015/2016-66, (hereinafter referred to as the "AGREEMENT"), a copy of which, along with Exhibits and Attachments, is attached hereto and incorporated herein as Attachment A, whereby the CONSULTANT agrees to provide professional Lobbying Services as defined in Attachment A; and

WHEREAS, the CONSULTANT has proven to be qualified and successful at providing professional lobbying services; and

WHEREAS, the County's Request for Informal Bid # 15/16-00 anticipated the possibility of extending the AGREEMENT for an additional 12 months; and

WHEREAS, the COUNTY'S Standard Addendum to all Contracts and Agreements and the Scrutinized Companies Certification is attached hereto and made a part hereof as Attachments B and C respectively.

WHEREAS, the COUNTY wishes to exercise its option to extend the AGREEMENT for an additional 12 month period via this First Renewal to the AGREEMENT; and the CONSULTANT has stated that they wish to extend the current AGREEMENT and the AGREEMENT prices for an additional 12 month period.

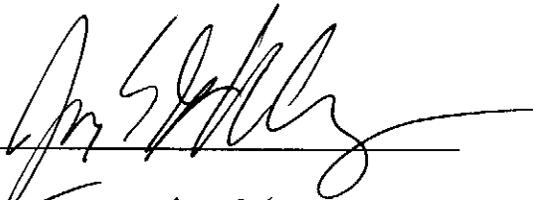
WITNESSETH

IN CONSIDERATION of the foregoing RECITALS, the parties agree as follows:

1. The AGREEMENT is renewed for a period commencing October 1, 2016 and continuing through September 30, 2017.
2. In all other respects, the original terms and conditions of the AGREEMENT remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first written above.

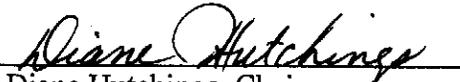
THE FIORENTINO GROUP

By: 

Joe Mobley

(PRINT NAME)

CLAY COUNTY, a political subdivision
of the State of Florida, by and through
its Board of County Commissioners

By: 

Diane Hutchings, Chairman

Date 9/27/16

ATTEST FOR CLAY COUNTY:



S.C. Kopelousos, County Manager
and Clerk of the Board of County
Commissioners



THE FIORENTINO GROUP

GOVERNMENT RELATIONS AND BUSINESS DEVELOPMENT

CLAY COUNTY

January 25, 2016

AGREEMENT/CONTRACT # 2015/2016-66

The Honorable Diane Hutchings
Chair
Clay County Board of County Commissioners
P.O. Box 1366
Green Cove Springs, Florida 32043

Re: State Government Relations Consulting Services

Dear Ms. Hutchings:

Thank you for retaining The Fiorentino Group to represent Clay County ("County"). Our engagement will involve working with Florida's executive and legislative branches of government on behalf of the County to assist with supporting and promoting the County's 2016 state government relations goals. We think you will find that The Fiorentino Group offers the quality of service and type of approach that will make for a particularly advantageous partnering arrangement with the County.

Our firm is uniquely situated to represent the County in the State of Florida. With offices in Jacksonville and Tallahassee, we have an extensive and effective practice with deep roots throughout the state. As you know, we have established professional relationships with Governor Rick Scott and his executive staff, as well as all members of the Florida Cabinet and state agency and department heads. In addition, we have strong personal and professional relationships with the leaders, members and staff of the Florida Senate and House of Representatives, including Senate President Andy Gardiner and Senate President-designate Joe Negron, as well as House Speaker Steve Crisafulli and Speaker-designate Richard Corcoran. Our clients benefit from the depth of experience, credibility and contacts that have been developed in representing clients before state government for decades.

The purpose of this letter is to confirm our engagement as legislative counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Enclosed with this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies.

The Honorable Diane Hutchings
January 28, 2016
Page Two

We propose representing the County for a fixed fee of \$5,000 per month for the eight-month period beginning January 12, 2016 and continuing through September 12, 2016.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

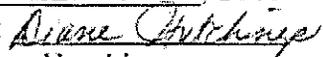
Our goal is to build long-term relationships with our clients by providing demonstrable results, and then grow the relationship over time. We look forward to working with you and to establishing a mutually satisfactory relationship.

Sincerely,

THE FIORENTINO GROUP


T. Martin Fiorentino, Jr.

Approved this 23rd day of
FEBRUARY, 2016

By: 
Diane Hutchings

Chair

Clay County Board of County Commissioners

TMF/tm
Enclosures

ATTEST: 
S.C. Kopelosos
County Manager &
Ex-officio Clerk of the Board

TERMS OF ENGAGEMENT

We appreciate your decision to retain The Fiorentino Group. This document explains how we work, our obligations to you and your obligations to us, what we will do on your behalf, and how our charges will be billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing.

Confidentiality and Related Matters

As a matter of professional responsibility, we will preserve the confidences and secrets of our clients to the extent authorized by Florida law. This professional obligation exists to encourage candid and complete communication between clients and The Fiorentino Group. We can perform truly beneficial services for our clients only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Fees, Billing and Out-of-Pocket Expense

Our statements are rendered monthly. Fees are due and payable in accordance with the Local Government Prompt Payment Act. We will send you an invoice and would appreciate your prompt payment. If our statements are not paid in a timely manner, we reserve the right to discontinue services.

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship. We look forward to working with you and to a mutually satisfactory relationship.

Clay County's Standard Addendum to all Agreements and Contracts is attached and made a part hereof as Exhibit A. The County's Professional Lobbying Services Proposal 15/16-00, which describes the County's needs, are attached as Exhibit B and its terms incorporated herein.

Exhibit A

STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.
3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.
4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:
5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

Exhibit A (Con't)

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

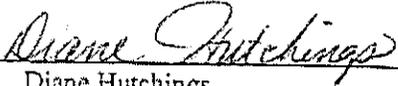
COUNTY:

ATTEST FOR CLAY COUNTY:

CLAY COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners



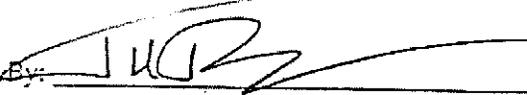
S. C. Kopelousos
County Manager and Clerk of the
Board of County Commissioners

By: 

Diane Hutchings
Its Chairman

CONTRACTOR:

(Corporate Seal)

By: 

Its _____ President

Exhibit B

REQUEST FOR INFORMAL BID #15/16-00

Professional Lobbying Services

The Clay County Purchasing Department on behalf of the Board of County Commissioners (BCC) is soliciting letters of interest and statements of qualifications for State Lobbyist Services. The purpose of soliciting such services is to ultimately establish a contract with a Firm capable of providing such services.

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Friday, January 8, 2016. Email Karen Thomas for access code to obtain bid documents. All questions shall be submitted to Karen Thomas, Purchasing Director at either (904) 278-3735 or by email at Karen.thomas@claycountygov.com

PROFESSIONAL LOBBYING SERVICES

The Clay County Purchasing Department on behalf of the Board of County Commissioners (BCC) is soliciting letters of interest and statements of qualifications for State Lobbyist Services. The purpose of soliciting such services is to ultimately establish a contract with a Firm capable of providing such services. A monthly fee for services shall be established to include monthly on-site presentations to the Board of County Commissioners, as well as one-on-ones (as requested) with County Commissioners, County Manager and Staff. The lobbyist's fee shall be all-inclusive (travel, meals, services) and will remain the same during the entire contract term.

Proposals shall be submitted to the Purchasing Department no later than 4:00 pm on Friday, January 8, 2016. Proposals shall not exceed 5 pages and may be emailed to: Karen Thomas at Karen.thomas@claycountygov.com

All questions shall be submitted to Karen Thomas, Purchasing Director at either 904-278-3735 or by email at Karen.thomas@claycountygov.com

Scope of Work/Responsibilities of Awarded Contractor:

Meet with County staff and elected officials to assist in the development of the County's annual list of goals, priorities and specific projects. Identify which of these can be addressed at the State level and assist in developing written material on each request to provide to State Officials.

Additional services are to include:

- ❖ Provide County Staff and BCC with any new information that may impact, and actively seek opportunities to enhance the County's State legislative program and provide options as to legislative strategy when necessary.
- ❖ Monitor current State legislation and the State budget process and report to the County both orally and in writing, any legislation events that may directly or indirectly impact the County. Prepare and submit weekly individualized reports when the legislature is in session as well as monthly reports on the status of legislation, in particular those bills which contain authorizations or appropriations of distinct interest to the County as well as changes in the legislation and executive offices.
- ❖ Attend meetings as necessary or as directed by County Staff.
- ❖ Advise members of legislation, their staff and other appropriate State agencies of the County's objectives with regards to all manner of legislation as it relates to the County's operation.
- ❖ At the conclusion of session, prepare a final report, including the final status of the County's priorities and a summary of the impact of major legislative changes to Clay County.
- ❖ Monitor various State agency actions for potential impact on Clay County and in the event that action is needed, advise the County. This includes monitoring promulgation of rule and Statutes at State agency level.
- ❖ Monitor, analyze, and track authorizations and appropriation bills, and recommend appropriate strategies.
- ❖ Identify pertinent hearings and committee meetings before which the County should appear and testify, providing talking points as needed.
- ❖ Provide oral and written testimony upon request for hearings and committee meetings.

Exhibit B (Con't)

- ❖ Other duties related to State legislation may be required from time to time.
- ❖ Meet with State Legislators and policy makers as required.
- ❖ Provide direct contact and communication with the executive branch as necessary, in addition to, assisting County Staff in scheduling meetings with key legislators and Governor's staff members.
- ❖ Coordinate with Florida Association of Counties on issues of importance to multiple Florida Counties.
- ❖ Assist Clay County to promulgate legislation that will positively impact the County and the residents we serve.

Proposal Requirements:

Each proposal shall include such information solicited in this request for proposal, plus any additional data that the proposer deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order, however submittals shall not exceed 5 pages in total. The proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

1. Name of Proposer/Firm:
 - Dates firm was established
 - Location of all offices and dates established
2. Names, qualifications and experience of the principal(s) of the firm who will serve as County's Lobbyist(s), including:
 - Evidence the lobbyist is registered and authorized to lobby the executive and legislature branch in accordance with Chapter 112, Florida Statutes.
 - Identify who will specifically serve as Clay County's primary principal, contact information, and office location.
3. Past record of professional accomplishments:
 - List of matters within the last five (5) years in which the firm has represented a local government entity (e.g., county, municipality, special district or other authority) or private sector entity that may be applicable to this request for proposals as a lobbyist, including the following information:
 - Nature of entity so represented.
 - Issues raised in the representation.
 - Outcome of the identified matters.
 - Show how current and past experience will benefit Clay County in Tallahassee
 - Provided is a draft of Clay County needs, issues and concerns. With limited time leading up to session, what would be your main effort and advice as to what the County should focus on?
4. Fee Schedule: The lobbyist's fee shall be all-inclusive (travel, meals, services) and will remain the same during the entire contract term.
 - Provide information on the desired compensation for services provided during the time period of January, 2016 – August, 2016
 - Should the contract be extended for an additional 12 months, provide fee for such term.

Exhibit B (Con't)

Evaluation and Negotiation Process:

All submittals will be reviewed and a recommendation will be made based upon the established evaluation criteria. The Board of County Commissioners reserves the right to request oral presentations for one or more selected Firms. The criteria listed below will be used in the evaluation process to determine the successful respondent.

1. QUALIFICATIONS OF FIRM INCLUDING FIRM LOCATION AND AVAILABILITY
2. ABILITIES OF PROPOSED TEAM
3. RELATED CONTRACTS AND FIRM EXPERIENCE
4. METHODOLOGY AND APPROACH
5. SCHEDULE OF FEES

Negotiations will be held with the most qualified firm for compensation which the County determines is fair, competitive, and reasonable. Should the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The County will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County will terminate negotiations. The County will then undertake negotiations with the third most qualified firm. Should the County be unable to negotiate a satisfactory contract with one of the top three firms, the County shall select additional firms in the order of their competence and qualification.

Exhibit B (Con't)

Examples of Legislative issues are identified below.

These issues are a sampling of a broad range of issues and budget issue requests for which the awarded firm will represent Clay County.

Projects:

Transportation

- Move Clay County portion of the First Coast Expressway (Blanding to US 17 or US 16) into the work program. Ensure this is the next segment completed with the final segment completing the Expressway through St. Johns County to I-95.
- Provide funding to complete the Tampa Bay to Northeast Florida Corridor study and establish a schedule for selection of the corridor alignment. Ensure the corridor connects into the First Coast Express in Clay County.
- Off System Bridge Funding
 - CR 218
 - CR 217
- CR 315 C – Request funding for adding shoulders and resurfacing between Putnam County Line and CR 214
- CR 215 – Complete safety project to resurface and add shoulders from the existing project end to SR 16

Parks

- Baseball for the Physically Challenged at Moody Park (requested funds under the FRDEP Grant)
- Environmental Center and Nature Walk at Moccasin Slough (required under FCT agreement)
- Boardwalk at Moccasin Slough (required under FCT agreement)
- Nature Walk and Viewing Tower at Camp Chowenwaw (required under the FCT agreement)
- Funding for improvements to the Fairground Exhibit Buildings
- Upgrade Fairgrounds Arena to add additional seating
- Continue funding for drainage at Fairgrounds

Buildings

- Clay County Historical Courthouse
 - Roof System Replacement
 - Window Replacement/Rescaling
 - Other Additional Restoration Needs
- Health Department
 - Secure funding for a new Health Department Building (Clay County has provided the land for the new facility)

Library

- Funding for Modernization of the Libraries
 - Providing more opportunities for the small business and entrepreneurial community

Exhibit B (Con't)

Amendment 1 Funding

- Secure funding to assist in resolving the Keystone Lake Issues
- Secure funding for Drainage/Water Quality projects

Issues:

Broadband Improvements

Provide support and dedicated funding of rural broadband projects. Provide for broadband infrastructure for either public entities or private companies to manage and provide internet service.

Maintain Intact Local Government's Revenue and Home Rule

Recent legislative policies and constitutional amendments have created restrictions and exemptions to the overall tax base of local governments. This has the effect of reducing overall tax revenue and often results in the need for higher taxes or reduced services, or some combination of the two. This effect has been magnified in the face of the "Great Recession" which began in 2008 and has made it difficult for local governments to cope with rising costs and diminished property values.

Unfunded Mandates/Cost Shifting

Unfunded mandates/cost shifting are statutes or regulations that require a local government to perform certain actions, yet no money is provided for fulfilling the requirements. These requirements for counties include, but are not limited to, a legal aid subsidy, environmental protection, pensions, Medicaid Assistance, State Court Systems, juvenile detention, and other policy areas. When a Federal or State government imposes a law or regulation without necessary funding, it becomes the responsibility of the State or local government to pay for the implementation of the law.

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**

[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the

Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. **PUBLIC RECORDS LAW:** The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- (b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, Ann.Mitchell@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

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ATTEST FOR CLAY COUNTY:

S. C. Kopelousos
S. C. Kopelousos, County Manager and Clerk of
the Board of County Commissioners

(Corporate Seal)

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners

By: Diane Hutchings
Diane Hutchings
Its Chairman

Contractor Name: The Fiorentino Group

By: Joe Mobley
Printed Name: Joe Mobley
Title: Principal

Attachment C

Scrutinized Companies Certification

[Clay County: Professional Lobbying Services
INSERT PROJECT NAME]

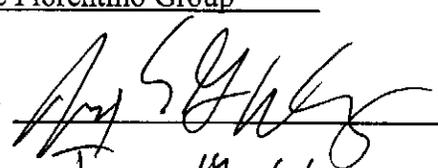
Name of Company:¹ The Fiorentino Group

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

The Fiorentino Group

(Seal)

By: 

Joe Mobley
Its Principal

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.



**CLAY COUNTY
FLORIDA**

**Administrative &
Contractual Services**

Purchasing

Mailing Address:

P.O. Box 1366
Green Cove Springs, FL
32043

Physical Address:

477 Houston Street
Admin. Building, 4th Floor
Green Cove Springs, FL
32043

Area code: 904
Phone: 278-3766
269-6388
278-3761
Fax: 278-3728

County Manager
Stephanie Kopelousos

Commissioners:

Wendell Davis
District 1

Wayne Bolla
District 2

Diane Hutchings
District 3

Buck Burney
District 4

Ronnie Robinson
District 5

Switchboard:

GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300

www.claycountygov.com

Monday, October 24, 2016

Attn: Joe Mobley
The Fiorentino Group
31 West Adams Street, Suite 204
Jacksonville, Florida 32202

Re: Professional Lobbying Services Agreement-- First Renewal

Dear Joe,

Attached are two partially executed originals for the above referenced Agreement.
Please execute both sets and return one fully executed original back to my attention.

Feel free to contact me if you have any questions.

Thank you,

Karen Thomas,
Dir. of Administrative and Contractual Services