

**AGREEMENT
FOR
CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS
BETWEEN
THE JACKSONVILLE PORT AUTHORITY
AND
THE FIORENTINO GROUP**

THIS AGREEMENT FOR CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS ("AGREEMENT") is made and entered into this 21st day of January, 2014, by and between the JACKSONVILLE PORT AUTHORITY ("JAXPORT"), a body politic and corporate created and existing under Chapter 319-2001, Laws of Florida, as amended, and THE FIORENTINO GROUP ("FIORENTINO" or "Company").

RECITALS

WHEREAS, JAXPORT issued its Request for Proposal No.: 13-10 in order to procure a firm licensed, qualified and interested in providing Local and State Government Relations and Consulting Services for or on behalf of JAXPORT, with regard to Florida Legislature, Office of the Governor, State and Local Agencies.

WHEREAS, FIORENTINO submitted its proposal to JAXPORT representing that it is capable of providing the necessary services as contemplated by JAXPORT's Request for Proposal No.: 13-10; and

WHEREAS, FIORENTINO has now been selected by JAXPORT to provide the necessary services and JAXPORT and FIORENTINO have now reached an understanding with each other regarding the services to be performed, the terms and conditions governing such performance, the compensation to be paid for such services, and consequently the desire to set forth their understanding in the form of a written agreement.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

**ARTICLE 1
ENGAGEMENT**

JAXPORT hereby engages FIORENTINO and FIORENTINO hereby accepts this engagement and agrees to provide Local and State Government Relations and Consulting Services for JAXPORT according to the provisions, terms and conditions of its Request for Proposal No.: 13-10 and this AGREEMENT.

**ARTICLE 2
SCOPE OF WORK**

FIORENTINO shall provide JAXPORT with Local and State Government Relations and Consulting Services in accordance with JAXPORT's Request for Proposal No.: 13-10 and in accordance with FIORENTINO's proposal (the "PROPOSAL") to JAXPORT dated, October 4, 2013, both of which are on file in the office of the Director of Procurement Services and Contracts for the Jacksonville Port Authority and which collectively shall be referred to as the "CONTRACT DOCUMENTS".

ARTICLE 3 INCORPORATION OF THE CONTRACT DOCUMENTS

The Contract Documents are hereby specifically incorporated into this AGREEMENT to the same extent as if they were fully set forth herein and accordingly, FIORENTINO agrees to comply with all conditions stipulated in JAXPORT'S Request for Proposal No.: 13-10 as well as complying with the terms and conditions of its Proposal to JAXPORT, dated October 4, 2013, ("Proposal").

ARTICLE 4 TERM AND TERMINATION

4.1 Term. The term of this AGREEMENT shall be for an initial term of one (1) year, with two (2) one-year renewal options, made at the sole option of JAXPORT, based on market conditions, vendor performance and adherence to the terms and conditions of its Request for Proposal No.: 13-10.

4.2 Termination for Convenience. JAXPORT shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JAXPORT will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JAXPORT's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JAXPORT may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JAXPORT.

JAXPORT will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents

4.3 Termination for Default. JAXPORT may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents.
- The Company attempts to willfully impose upon JAXPORT items or workmanship that are, in JAXPORT's sole opinion, defective or of unacceptable quality.
- The Company breaches any of the representations or warranties
- The Company is determined, in JAXPORT's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JAXPORT.

- Any adverse material change in the financial or business condition of the Company.

If, within five (5) days after service of such notice upon the Company, an arrangement satisfactory to JAXPORT has not been made by the Company for continuance of the Work, then JAXPORT may declare Company to be in default of the Contract.

Once Company is declared in default, JAXPORT will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JAXPORT upon notice of the expenses from JAXPORT. JAXPORT shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JAXPORT will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JAXPORT's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JAXPORT. In such a case, JAXPORT may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JAXPORT has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JAXPORT shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

ARTICLE 5 COMPENSATION

5.1 FIORENTINO shall be compensated as set forth in JAXPORT'S Request for Proposal No.: 13-10 and FIORENTINO's Proposal, for a total sum not to exceed Sixty Thousand Dollars (\$60,000) ("Maximum Indebtedness") for the initial contract period of one-year (1). At the discretion of JAXPORT, based upon agreed renewal fees and adherence to terms and conditions of the Contract Documents, this AGREEMENT may be renewed for two (2) additional, one-year (1) periods.

5.2 Invoicing and Payment Terms.

5.2.1 The Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. JAXPORT will pay the Company the amount requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

5.2.2 JAXPORT may reject any Invoice or Application for Payment within 20 calendar days after receipt. JAXPORT will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JAXPORT will pay the Company the revised amount within 10 days.

5.2.3 JAXPORT may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

5.2.4 In the case of early termination of the Contract, all payments made by JAXPORT against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JAXPORT within 10 days of determination or written notice.

ARTICLE 6 ASSIGNABILITY

FIorentino shall not assign or transfer any interest in this AGREEMENT or subcontract any of the work to be performed under this AGREEMENT to any other entity without the prior written consent of JAXPORT to such transfer or assignment.

ARTICLE 7 GOVERNING LAW / VENUE / SEVERABILITY

The rights, obligations and remedies of the parties as specified under this AGREEMENT shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this AGREEMENT be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Any action arising out of or related to this AGREEMENT shall take place in the state or federal courts located exclusively in Jacksonville, Duval County, Florida.

ARTICLE 8 INDEPENDENT CONTRACTOR

Nothing in this AGREEMENT shall be construed as making FIORENTINO an employee, servant or agent of JAXPORT. FIORENTINO shall pursue the work under this AGREEMENT as an independent contractor and shall be solely responsible for the method, manner and means to be utilized in rendering the Services, including, but not limited to, the supervision and compensation of its own personnel.

ARTICLE 9 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of this AGREEMENT and those of the Contract Documents, said conflict shall be resolved by giving precedence to the provisions of this AGREEMENT and the Contract Documents in the following order: (1) this AGREEMENT, (2) JAXPORT'S Request for Proposal No.: 13-10, including all addenda, and (3) FIORENTINO's proposal to JAXPORT dated October 4, 2013.

ARTICLE 10 CONFIDENTIALITY

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to

the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JAXPORT is a body politic and corporate that is subject to Chapter 119, *Florida Statutes*, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JAXPORT will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JAXPORT will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property. In the event the Company breaches this Contract, then the Company hereby grants JAXPORT a limited license to use the Confidential Information in any reasonable way in order to mitigate JAXPORT's damages.

ARTICLE 11 PERSONNEL & CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language.

It is understood and agreed that T. Martin "Marty" Fiorentino Jr. shall represent FIORENTINO as its Primary Consultant in the performance of this AGREEMENT. No one else shall be assigned to act in the capacity of the Primary Consultant without prior written approval of JAXPORT, which will generally not be given, except under extenuating circumstances.

JAXPORT shall have the right to reject any personnel assigned by FIORENTINO to perform work under this AGREEMENT. If the right of rejection is exercised by JAXPORT, FIORENTINO shall submit for approval of JAXPORT, the name or names of substitute personnel to fill the positions resulting from said rejection. JAXPORT shall have the right to require the removal of FIORENTINO's previously assigned personnel and FIORENTINO shall promptly replace the same, subject to JAXPORT's approval at no cost to JAXPORT

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by FIORENTINO and no statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, that are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendments to this AGREEMENT shall be valid and binding only when made in writing and signed by

the authorized officer, agent or representative of each of the parties hereto.

12.2 Ambiguous Contract Provisions. The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Fortius Contra Proferentum" will not be applied to this Contract or any interpretation thereof.

12.3 Cumulative Remedies. Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

12.4 Expanded Definitions. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

12.5 Negotiated Agreement. Except as otherwise expressly provided, all provisions of this AGREEMENT shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this AGREEMENT. Therefore, doubtful or ambiguous provisions, if any, contained in the AGREEMENT shall not be construed against the party who physically prepared this AGREEMENT. The rule commonly referred to as *Fortius Contra Proferentum* shall not be applied to this AGREEMENT or any interpretation thereof.

12.6 Survival. Any provision of this AGREEMENT that, but its nature, is applicable to circumstances arising after the termination or expiration of this AGREEMENT shall survive such termination or expiration and remain in full force and effect.

12.7 Agreement. This AGREEMENT, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Agreement's term.

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IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT in duplicate, the date and year first above written.

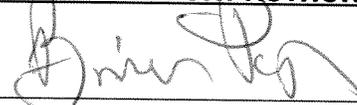
JACKSONVILLE PORT AUTHORITY

Attest 
(Signature)

Name Retha Rogers
(Please type or print)

Title Manager, Procurement
& Contract services

Date 2/10/2014

By 
(Signature)

Name Brian Taylor
(Please type or print)

Title CEO

Date 2/19/14

FIorentino GROUP

Attest 
(Signature)

Name Tammy LeMastee
(Please type or print)

Title Director of Finance

Date 1/27/14

By 
(Signature)

Name T. Martin Fiorentino
(Please type or print)

Title President

Date 1-27-14

**AMENDMENT No. 2
TO
CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS
AGREEMENT NO. 13-10**

This Amendment No. 2 to the CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS AGREEMENT, made as of January 4, 2016 (the "Amendment"), is entered into between the JACKSONVILLE PORT AUTHORITY, a Florida public agency (the "Authority"), and THE FIORENTINO GROUP, ("the Consultant").

WHEREAS, the AUTHORITY and the CONSULTANT entered into a CONSULTANT FOR LOCAL AND STATE GOVERNMENT RELATIONS Agreement, dated as of January 27, 2014 (the "Original Agreement"), pursuant to which the AUTHORITY engaged the CONSULTANT to perform certain CONSULTANT SERVICES FOR LOCAL AND STATE GOVERNMENT RELATIONS, as specified therein; and

WHEREAS, the Original Agreement provided for an initial term of February 1, 2014 through January 31, 2015, subject to renewal for (2) two additional (1) one-year periods, at the option of the AUTHORITY; and

WHEREAS, the AUTHORITY desires to amend the Original Agreement to renew the Original Agreement for an additional one-year (1) period, effective January 4, 2016 through January 31, 2017; and

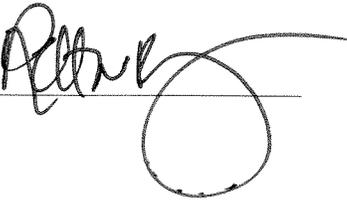
WHEREAS, the Original Agreement, as amended by this Amendment, is referred to herein as the "Agreement";

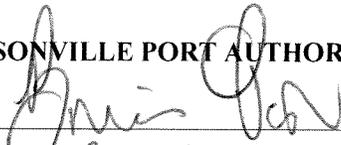
NOW, THEREFORE, the AUTHORITY and the CONSULTANT, in consideration of the premises and mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. The term of the Original Agreement is hereby renewed for an additional one-year (1) period, extending the term through January 31, 2017.
2. Except as specifically and expressly amended herein, all provisions of the Original Agreement shall remain in full force and effect.

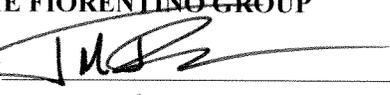
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

Attest: 

JACKSONVILLE PORT AUTHORITY
By: 
Print Name: Brian Taylor
Its: CEO
Date: 1/26/16

Attest: 

THE FIORENTINO GROUP
By: 
Print Name: T. Martin Fiorentino, Jr
Its: President
Date: 1/4/2016