

RESOLUTION NO. 2010- 278

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND EDWARDS, COHEN, ATTORNEYS AT LAW, FOR THE PURPOSE OF PROVIDING GENERAL FINANCE COUNSEL SERVICES TO ST. JOHNS COUNTY, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, periodically, St. Johns County, Florida (County), has need to engage and retain the services of a law firm experienced in Florida law relating to county finances, county financial transactions, and the incurrence of county debt (collectively referred to as “**Services**”); and

WHEREAS, in order to retain a law firm capable of providing such services, the County issued a **Request for Proposals (RFP)** which requested law firms throughout Florida to set forth a proposed methodology for providing said **Services; and**

WHEREAS, after County review of the Proposals, County staff ranked number one the Proposal submitted by Edwards Cohen, Attorneys at Law (Edwards Cohen); and

WHEREAS, the Board of County Commissioners of St. Johns County, Florida (Board) authorized the County to enter into negotiations with Edwards Cohen; and

WHEREAS, the County desires to contract with the Edwards Cohen, in order to receive General Finance Counsel Services (“Services”); and

WHEREAS, the County, and the Edwards Cohen, have drafted a Contract (attached hereto, and incorporated herein, including an attached and incorporated Letter of Engagement), which sets forth the terms, conditions, provisions, and requirements associated with the **Services; and**

WHEREAS, the County has reviewed the terms, conditions, provisions, and requirements of the Contract and attached and incorporated Letter of Engagement; and

WHEREAS, the County has determined that the provision of said Services, set forth in the Contract and attached and incorporated Letter of Engagement is a proper public purpose, and is in the overall interests of the citizens 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, provisions, conditions, and requirements of a Professional Services Contract between St. Johns County, Florida, and Edwards Cohen, Attorneys at Law for the purpose of providing General Finance Counsel Services to St. Johns County, Florida, and authorizing the County Administrator, or designee, to execute the Contract on behalf of St. Johns County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions 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 7th day of December, 2010.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Cheryl Strickland, Clerk

Pam Halterman
Deputy Clerk

By:

[Signature]
Board Chair

RENDITION DATE 12/15/10



**Professional Consulting Legal Services Agreement
General Finance Counsel Services
To St. Johns County, Florida**

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT (the “Agreement”), DATED the _____ day of _____, 2010, 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 Edwards Cohen, Attorneys at Law (the “Consultant”), with a place of business located at 6 East Bay Street, Suite #500, Jacksonville, Florida 32202, sets forth the terms and conditions under which the Consultant will perform specified and/or detailed General Finance Counsel Services, pursuant to which Consultant will perform certain consulting legal services for the County under the terms and conditions set forth below:

ARTICLE I – SERVICES

- 1.01 **Consultant** will perform such services as noted in the attached and incorporated **Letter of Engagement** (dated November 8, 2010, and executed on behalf of **Consultant**, by shareholder and key person, **Jean Mangu**. If at any time during the term of this Agreement, key person **Jean Mangu** is not affiliated with **Edwards Cohen**, then the **County** shall have the right to terminate this Agreement, upon ten (10) days written notice to the **Consultant**.
- 1.02 **Consultant** shall not begin work on any project until **Consultant** receives the **County’s** approval to begin work. If requested 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 **Agreement**, **Consultant** will be available at reasonable time to meet with designated **County Representatives** and attend scheduled **County Commission** meetings.

ARTICLE II – WARRANTIES AND REPRESENTATIONS

- 2.01 With regard to **Consultant's** performance of any and all services and obligations under this **Agreement**, **Consultant** makes the warranties and representation of this **Article II**.
- 2.02 **Consultant** will perform in a timely, professional, and ethical manner and will not use any improper methods when urging consideration of any matter.
- 2.03 **Consultant** will comply in full with all applicable Federal, State and local laws and regulations, including those which govern gifts and contributions. **Consultant** shall immediately notify **County** of any conduct on **Consultant's** part which may be in violation of any laws or regulations which govern **Consultant's** performance hereunder.
- 2.04 **Consultant** will comply with such **County** policies and procedures 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 **County** policies or procedures which govern **Consultant's** performance hereunder.
- 2.05 **Consultant** has secured and will maintain all necessary licenses, certifications, or registrations which are required by law.

ARTICLE III – COMPLIANCE WITH LOCAL, STATE, AND FEDERAL RULES, REGULATIONS, AND LAWS

- 3.01 Both the **County**, and the **Consultant** shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies of the **County**, State, and Federal governments.

ARTICLE IV – FEES AND EXPENSES

- 4.01 Compensation for such noted General Finance Counsel Consulting Services shall be as noted in the attached and incorporated **Letter of Engagement**.

ARTICLE V – DURATION AND TERMINATION

- 5.01 The **duration of this Agreement** runs from **December 15, 2010, through, and until 11:59 pm, on December 14, 2013**, unless earlier terminated as provided **elsewhere in this Agreement**.
- 5.02 Except as noted elsewhere in this **Agreement**, the **County** may terminate this **Agreement**, with or without cause, on **thirty (30)** days written notice to **Consultant** at the address set forth above. Consistent with other provisions of this **Agreement**, **Consultant** will be compensated for any services and/or expenses that are authorized under this **Agreement**, and that are performed and/or accrued up to the date of the notice of termination.
- 5.03 This **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 Agreement. The same terms noted in this Agreement shall be in force in any automatic renewal unless the County and Consultant modify this Agreement, in the manner set forth in this Agreement.**

ARTICLE VII –ACCESS TO RECORDS

- 6.01 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this **Agreement**, shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or unaffiliated party.
- 6.02 The **County** shall have the right to consult with **Consultant** regarding its policies and practices governing the retention and disposal of documents and records related to **Consultant's** performance of this **Agreement**. The **County** shall also have the right to request that **Consultant** modify its policies and practices to ensure their compatibility with the **County's** policies and practices governing the retention and disposal of documents and records.

ARTICLE VII – INDEMNITY

- 7.01 To the extent permitted by law, 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**.
- 7.02 **Consultant's** obligations to indemnify and hold harmless will survive the termination of this **Agreement**.

ARTICLE VIII– INDEPENDENT CONTRACTOR

- 8.01 **Consultant** is an independent contractor, and this **Agreement** will not be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between the **County** and **Consultant** or any of the **Consultant's** employees within the meaning of any Federal, State, or local law.
- 8.02 **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 IX – MISCELLANEOUS

- 9.01 This **Agreement** and all matters collateral hereto will be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this **Agreement** shall be in St. Johns County, Florida.
- 9.02 If any provision of the **Agreement** is held invalid or unenforceable, the remaining provisions will remain in effect.
- 9.03 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. Patrick F. McCormack
County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

In the event that either address for the **County, or the Consultant** changes, then the party whose address changes must notify the other party in writing within **fifteen (15) days** of the address change.

9.04 Both the County and the Consultant acknowledge that this Agreement, including the attached Letter of Engagement, 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 Agreement), shall be in writing, and shall be duly executed by duly authorized representatives of both the County, and the Consultant.

9.05 In light of the scope and rationale for this Agreement, neither the County, nor the Consultant, may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this 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 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 Agreement, without further notice or action required on the part of the other party.

9.06 To the extent that the Consultant (including key personnel Jean Mangu) needs to secure, obtain/acquire, and maintain permits, certificates, approvals and/or licenses, in order to perform the Scope of Services noted in the Agreement (which specifically includes the attached Letter of Engagement), then the Consultant (including key person Jean Mangu) shall be solely responsible for securing, obtaining/acquiring, and maintaining any, and all, permits, approvals, certificates, and/or licenses required by Federal, State, and/or County law, rule, regulation, or ordinance.

9.07 Both the County, and the Consultant explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

9.08 The failure of either party to insist upon strict performance of any term, condition, provision and/or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

County

Consultant

By: _____
Signature

By: _____
Signature

By: _____
Printed Name & Title

By: _____
Printed Name & Title

Date of Execution

Date of Execution

Legally Sufficient:

Deputy County Attorney

Date of Execution: _____

Cheryl Strickland, Clerk of Courts

By: _____
Deputy Clerk

Date of Execution