

RESOLUTION NO: 2016 - 192

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH ALCALDE & FAY UNDER RFP NO: 14-85R FOR FEDERAL LOBBYING SERVICES TO THE GABOTON GROUP, LLC.

RECITALS

WHEREAS, the County desires to assign the existing contract with Alcalde & Fay, for federal lobbying services for St. Johns County to The Gaboton Group, LLC; and

WHEREAS, the employment contract between Mr. Josh Gabton, and Alcalde & Fay allows for the assignment/transfer of the contract to The Gaboton Group, LLC upon approval by the County; and

WHEREAS, the assignment shall be governed by the terms and conditions of the contract awarded to Alcalde & Fay under RFP 14-85R; and

WHEREAS, the contract is being funded by the County; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into the contract serves a public purpose.

NOW, THEREFORE BE IT 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 such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to assign the contract with Alcalde & Fay under RFP No: 14-85R to The Gaboton Group, LLC

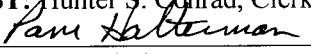
Section 3. The County Administrator, or designee, is further authorized to execute an assignment agreement in substantially the same form and format as attached hereto to The Gaboton Group, LLC on behalf of the County for federal lobbying services as specifically provided in the Contract Documents associated with RFP No 14-85R.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of June, 2016.

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

By: 
Jeb S. Smith, BOCC Chair

ATTEST: Hunter S. Conrad, Clerk of Court
By: 
Deputy Clerk

RENDITION DATE 6/23/16



CONSENT TO ASSIGNMENT
Federal Lobbying Services
Master Contract 14-MAS-ALC-05791

This Consent to Assignment Agreement (Agreement) is entered into as of this _____ day of June, 2016, by and between St. Johns County (County), a political subdivision of the State of Florida, and The Gaboton Group, LLC, a corporation authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract 14-MAS-ALC-05791, dated as of November 7, 2013.

WHEREAS, Consultant and Assignee wish to transfer and assign to the Assignee all of the Consultant's rights and interests in and to, and obligations under Master Contract 14-MAS-ALC-05791, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Paragraph 21 of Master Contract 14-MAS-ALC-05791, the Consultant may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on May 3, 2016, Consultant provided its written approval to the assignment of all of its rights, interests and obligations in Master Contract 14-MAS-ALC-05791 to the Assignee (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Paragraph 21 of Master Contract 14-MAS-ALC-05791, the County approves assignment of the Consultant's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. The County hereby approves assignment of Master Contract 14-MAS-ALC-05791 to Assignee, who shall acquire all of the Consultant's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Consultant as provided in Master Contract 14-MAS-ALC-05791.
2. Incorporation of Terms and Conditions. Master Contract 14-MAS-ALC-05791 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provision contained in Master Contract 14-MAS-ALC-05791 shall remain in full force and effect.
3. Effectiveness. This Assignment Agreement shall be effective as of the date first set forth above.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the date first set forth above.

ST. JOHNS COUNTY, FL:

Dawn Cardenas, Purchasing Manager

Date

LEGALLY SUFFICIENT:

Sr. Assistant County Attorney

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, CLERK OF COURT**

Deputy Clerk

Date

ASSIGNEE:

The Gaboton Group, LLC
Company Name

Name (Type or Print)

Signature

Title

Date