



THE FIORENTINO GROUP
GOVERNMENT RELATIONS AND BUSINESS DEVELOPMENT

November 26, 2018

Mr. Joe Gerrity
City Manager
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

Re: State Government Relations Consulting Services

Dear Mr. Gerrity:

Thank you for retaining The Fiorentino Group to represent the City of Atlantic Beach ("City"). Our engagement will involve working with Florida's executive and legislative branches on state government relations issues of importance to the City, including policy and appropriations matters. We think you will find The Fiorentino Group offers the quality of service and type of approach that will make for a particularly advantageous partnering arrangement with the City.

Our firm is uniquely situated to represent the City 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 strong relationships with the Governor-elect and his current transition team, as well as all other newly-elected members of the Florida Cabinet. In addition, we have strong personal and professional relationships with the leaders, members and staff of the Florida Senate and House of Representatives, including incoming Senate President Bill Galvano (R-Bradenton) and incoming House Speaker Jose Oliva (R-Hialeah). Our clients benefit from the depth of experience, credibility and contacts that have been developed in representing clients before all levels of 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.

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As agreed, we will represent the City for a fixed fee of \$3,750 per month for the 12-month period beginning December 1, 2018 and continuing through November 30, 2019, unless terminated sooner by either party with a written sixty (60) day notice and subject to availability of annual funding pursuant to an approved City budget.

Notwithstanding anything to the contrary herein or in the attached terms of engagement, The Fiorentino Group shall comply with the requirements of Florida's public records laws as more particularly described in Attachment A, Public Records Provisions For All Contracts, attached hereto and made a part hereof.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning a 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

Signed by

T. Martin Fiorentino, Jr.

Approved this 26 day of
NOVEMBER, 2018

By: Joe Gerrity

Joe Gerrity
City Manager
City of Atlantic Beach

TMF/tm
Enclosures

ATTACHMENT A

PUBLIC RECORDS PROVISIONS
FOR ALL CONTRACTS AND AMENDMENTS
Effective as of July 1, 2016 per Chapter 2016-20, Laws of Florida

Section 119.0701. Public Records

- (a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT DONNA BARTLE, THE CITY CLERK AND THE CUSTODIAN OF PUBLIC RECORDS AT (904) 247-5809, DBARTLE@COAB.US, 800 SEMINOLE ROAD, ATLANTIC BEACH, FLORIDA 32233.**
- (b) The contractor shall comply with Chapter 119, Florida Statutes, in regards to public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
 2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
 3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (c) Failure to provide the public records to the public agency within a reasonable time may subject the contractor to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes.

Note: Section (a) above must be in at least 14-point boldfaced type

RESOLUTION NO. 18-50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE FIORENTINO GROUP TO PERFORM STATE LOBBYIST SERVICES AS OUTLINED IN REQUEST FOR PROPOSALS 19-01; AUTHORIZING A ONE-YEAR AGREEMENT THAT AUTOMATICALLY EXTENDS FOR SUCCESSIVE ONE-YEAR TERMS, UNLESS TERMINATED BY EITHER PARTY WITH A WRITTEN 60-DAY NOTICE, SUBJECT TO AVAILABILITY OF ANNUAL FUNDING PURSUANT TO AN APPROVED CITY BUDGET; AUTHORIZING THE EXPENDITURE OF UP TO \$50,000 FROM THE GENERAL FUND FOR THIS PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 2, 2018, three proposals were opened for City Of Atlantic Beach Request for Proposals 19-01 for state lobbyist services; and

WHEREAS, the proposals were evaluated and ranked by the Deputy City Manager, Director of Finance, and the Procurement Manager; and

WHEREAS, the ranking criteria, as presented in Request for Proposals 19-01, was as follows:

- Ability to meet objectives (10%)
- Experience in state legislative lobbyist services (15%)
- Proposed reports and communication with city staff (15%)
- Past performance – references (20%)
- Relationships, resources and capabilities (10%)
- Proposed cost (30%)

WHEREAS, the City of Atlantic Beach’s fiscal year 2018-19 budget includes \$50,000 in the General Fund for this purpose; and

WHEREAS, at its November 14, 2018, meeting, the City Commission will select a firm from among the respondents to Request for Proposals 19-01 for state lobbyist services; and

WHEREAS, the agreement for state lobbyist services shall be for one year according to terms established in Request for Proposals 19-01, unless terminated by either party with a written 60-day notice, subject to availability of annual funding pursuant to an approved City budget.

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

SECTION 1. The City Commission hereby selects The Fiorentino Group from among the respondents to Request for Proposals 19-01 for state lobbyist services at the City Commission's Nov. 14, 2018, meeting.

SECTION 2. The City Commission hereby authorizes the City Manager to negotiate and execute a one-year agreement with the selected firm in accordance with and as necessary to effectuate the provisions of this resolution. This agreement will automatically extend for successive one-year terms, unless terminated by either party with a written 60-day notice, subject to availability of annual funding pursuant to an approved City budget.

SECTION 3. The City of Atlantic Beach's fiscal year 2018-19 budget includes \$50,000 in the General Fund for this purpose.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 14th day of November, 2018.



Ellen Glasser, Mayor

Attest:



Donna L. Bartle, City Clerk

Approved as to form and correctness:



Brenna M. Durden, City Attorney