

MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: GREGORY J. ORAVEC, CITY MANAGER
SUBJECT: CONTRACT EXTENSION FOR JORDAN CONNORS GROUP, INC.
DATE: SEPTEMBER 6, 2012

Attached, please find a letter from Mr. Jordan Connors requesting an extension of the City's contract with Jordan Connors Group, Inc. for state lobbying services for 2013. The last approved contract and the Council's previous extension thereof are attached for your reference. As you will note, the contract provides for a monthly fee which equates to about \$50,000 per year.

Staff does believe that lobbying services are important in pursuing the realization of the City's goals. This Agenda Item will allow you the opportunity to approve the requested extension or to provide staff with alternate direction.

If you have any questions or would like additional information, please do not hesitate to contact me.

Thank you.

Attachments

Jordan Connors Group

August 24, 2012

Gregory Oravec
City Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Re: Jordan Connors Group Inc. Contract Extension

Dear Mr. Oravec,

On behalf of Jordan Connors Group Inc., I respectfully request that the City of Port St. Lucie extend the state lobbying services contract for FY 2013. The fee and scope of services would be identical to the previous contract.

Jordan Connors Group worked diligently to represent the City of Port St. Lucie in Tallahassee. During the 2012 Legislative Session, my main focus was working with legislators and various interested parties on legislative issues including taxation, state procurement, budget, growth management, CCNA reform, St. Lucie County/Martin County boundary changes, sexual offenders, no texting while driving, and economic development.

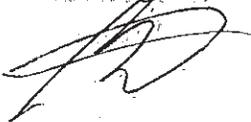
I was successful in securing a \$1.2 million appropriation for Fairgreen Road Extension in the Budget Conference Report; unfortunately the budget item was vetoed by Governor Scott.

In addition, I assisted on securing FDOT's approval for signage on I-95 for Torrey Pines, VGTI, Mann Research and Tradition Hospital. I also secured a \$2,500 sponsorship from Arrigo Dodge for the Italian Festival at the Civic Center.

I have been a proud resident of Port St. Lucie since 2006 and I take pride in volunteering with local groups such as the Council on Aging and the Big Heart Brigade of the Treasure Coast.

It has been my pleasure to serve the citizens of Port St. Lucie and I hope to continue providing legislative lobbying services in FY 2013. I look forward to working you, your staff and the City Council to develop a legislative priorities agenda for the upcoming session. If you have any questions or need additional information, please contact me at (772) 418-6068.

Best regards,



M. Jordan Connors
President

RECEIVED

AUG 23 2012

City Manager's Office

k) JORDAN CONNORS GROUP, INC., CONTRACT EXTENSION FOR STATE LOBBYING SERVICES FOR 2012, CITY MANAGER

The City Manager stated, "This is a request to renew a contract with Mr. Jordan Connors' Group for state lobbying services for the fiscal year 2011/2012. It has the same conditions as last year, and we do recommend approval." Mayor Faiella said, "For the record, he does an awesome job."

Councilwoman Martin **moved** to approve Item 13 k). Councilman Kelly **seconded** the motion. The City Clerk restated the motion as follows: for approval of Item 13 k). The **motion passed unanimously** by roll call vote.

14. COUNCIL COMMENTS AND COMMITTEE REPORTS

VICE MAYOR BARTZ - EAGLE SCOUT CEREMONY AND FALL FESTIVAL

Vice Mayor Bartz said, "Councilwoman Berger and I were honored to attend an Eagle Scout ceremony on Saturday night. It was for a young man that we have known for quite some time. Mayor, you signed off on his Certificate of Recognition. His family is incredible, and he has grown to be a delight. He is attending college and came home for the ceremony. Also, the Fall Festival is coming up, and I'm surprised Councilman Kelly did not talk about it." Councilman Kelly stated, "I figured we would wait until it got closer. I do all of the preparations before the Fall Festival, but Vice Mayor Bartz is there 24 hours a day." Vice Mayor Bartz said, "The festival has arts and crafts and vendors. We work with the Police Department, the Explorers, and PAL to put on a haunted house. We have safe trick-or-treating for the children with costume contests. It is a lot of fun, and people look forward to it every year. There is no admission, but there is a charge to park your car for \$5 no matter how many people are in it. We have a kickoff on Wednesday night with entertainment and rides. It is a good time to bring the kids out and feel safe with them." Councilman Kelly pointed out, "They also have a talent contest on Saturday night. Last year we had good weather, and we estimated that we had over 25,000 people from Wednesday through Sunday. The Port St. Lucie Downtown Lion's Club and the City of Port St. Lucie sponsors it every year. This is our tenth year. It will be held at the Digital Domain Park."

COUNCILWOMAN BERGER - COFFEE WITH THE MAYOR

Councilwoman Berger stated, "Regarding Coffee with the Mayor,

MEMORANDUM

TO: CITY COUNCIL
FROM: JERRY A. BENTROTT, CITY MANAGER 
SUBJECT: CONTRACT EXTENSION FOR JORDAN CONNORS GROUP, INC.
DATE: AUGUST 5, 2011

Attached herein please find a letter from Mr. Jordan Connors requesting an extension of the City's contract with Jordan Connors Group, Inc. for state lobbying services for 2012. The terms and conditions would be the same as previously approved. This office recommends that the City Council approve said contract extension. Mr. Connors has done an excellent job in representing the City of Port St. Lucie as well as keeping us informed of the goings-on of the Florida legislature.

If you have any questions or need any additional information, please feel free to contact this office at your convenience.

JAB/mv
Attachment

cc: M. Jordan Connors, President

Jordan Connors Group

August 4, 2011

Jerry Bentrott
City Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Re: Jordan Connors Group Inc. Contract Extension

Dear Mr. Bentrott,

On behalf of Jordan Connors Group Inc., I respectfully request that the City of Port St. Lucie extend the state lobbying services contract for FY 2012. The fee and scope of services would be identical to the previous contract.

Jordan Connors Group worked diligently to represent the City of Port St. Lucie in Tallahassee. As you know in recent years, local government has been the subject matter of many bills introduced in Tallahassee. During the 2011 Legislative Session, my main focus was working with legislators and various interested parties on growth management issues, impact fees, TABOR, pension reform, economic development, severance pay, CCNA reform and other issues.

It has been my pleasure to serve the citizens of Port St. Lucie and I hope to continue providing legislative lobbying services in FY 2012. If you have any questions or need additional information, please contact me at (772) 418-6068.

Best regards,

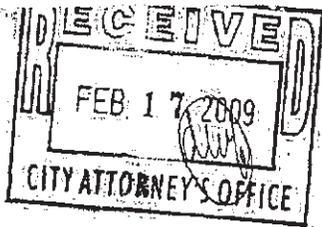


M. Jordan Connors
President

RECEIVED

AUG 05 2011

City Manager's Office



COUNCIL ITEM 7C
DATE 3/9/09

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March, 2009, by and between the CITY OF PORT ST. LUCIE, a municipal corporation, hereinafter referred to as the "City," and JORDAN CONNORS GROUP, INC, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City desires to retain the professional services of the Consultant to coordinate the City's legislative relations and provide lobbying services; and

WHEREAS, the Consultant desires to provide the City with such services.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1. GENERAL SCOPE OF THIS AGREEMENT

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent contractor and is not an employee or agent of the City. Nothing in this agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this agreement. The Consultant will provide the professional and technical services required for the successful completion of this agreement in accordance with the practices generally acceptable within the industry and good ethical standards.

2. SCOPE OF WORK

The Consultant shall provide necessary legislative relations and lobbying services to the City. These services shall include work for purpose of securing support for City's legislative and regulatory agenda and for the purpose of securing funds and grants in achieving the City's objectives. The Consultant shall provide a monthly report to the City Manager on the status of the Consultants' efforts and attend City Council and staff meetings at any time upon the City's request. The objectives of the City, and the scope of work of the Consultant, include, but are not limited to:

A. Crosstown Expressway

1. Assist the City in identifying and obtaining any grants or funding that might be available for the Crosstown Expressway, including single purpose funding through the state legislature.
2. Assist the City in obtaining any necessary permits/approval for the development and construction of the Crosstown Expressway and river crossing.
3. Assist the City in obtaining approval by the Florida Cabinet for the use of state lands to construct a bridge for a river crossing.

FEB 19 2009

City Manager's Office

- B. *Federal Economic Development Stimulus – State of Florida's Portion.* Advocate funding for the City's "shovel ready" infrastructure projects.
- C. *Workers Compensation – Murray Decision.* Assist the City in obtaining workers' compensation legislation pertaining to the recent Murray case. This case decision nullified the efforts of the State Legislature to control claimants' attorney's fees. This will have a major impact both on workers' compensation premiums and claims costs.
- D. *Impact Fees – Senate Bill 630.* Assist the City in defeating Senate Bill 630 which provides for a 3-year moratorium on the imposition or collection of impact fees by a municipality or county.
- E. Assist the City in identifying and securing grant applications for the City of Port St. Lucie.
- F. Assist the City in arranging meetings with state officials as necessary.
- G. Assist the City in the development of strategies relating to governmental agencies that regulates and fund programs in which the City may be involved.
- H. Maintain direct and frequent contact with key state officials who may have impact upon the City and advocate the City's interests during the state legislative and regulatory process.
- I. Assist the City in developing a City legislative agenda for this immediate and future legislative sessions.

The City, through the City Council, may from time to time add to or delete from this statement of objectives.

3. PROJECT MANAGER

The project manager for the City is Donald B. Cooper at (772) 871-5163. The project manager for the Consultant is M. Jordan Connors at (772) 418-6068.

The parties shall direct all matters arising in connection with the performance of this agreement, other than invoices and notices, to the attention of the project managers for attempted resolution or action. The project managers shall be responsible for overall coordination and oversight relating to the performance of this agreement.

4. TERM

The term of this agreement shall begin March 15, 2009 and end September 30, 2009. The parties may mutually agree to extend the term of this agreement.

5. COMPENSATION

The Consultant shall be compensated for all under this agreement as follows: \$4,166.66 per month payable on or before the 10th day of each month of the term of this agreement beginning March 15, 2009. The first month of this agreement will be billed pro-rated. This includes out of pocket expenses incurred for services rendered within the State of Florida. Travel expenses incurred for travel outside the State of Florida at the City's request are subject to prior approval by the City. The monthly compensation

is for legislative lobbying services. Executive branch lobbying will be performed at no cost.

All invoices presented to the City for payment shall be directed to the attention of the City's project manager.

6. TERMINATION

Either party may terminate this agreement without cause at any time upon fifteen (15) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

7. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this agreement, and, neither the City nor the Consultant will assign or transfer its rights and obligations in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent or any public body which may be a party hereto.

8. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this agreement, Consultant shall secure the written approval of the City's project manager before engaging such subconsultant, subcontractor or professional associate.

9. PUBLIC RECORDS

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this agreement.

10. NOTICE

All notices, requests, consents, and other communications required or permitted under this agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

With a copy to:

City Manager
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

City Attorney
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

As to Consultant:

M. Jordan Connors
Jordan Connors Group
2145 S.W. Cape Cod Drive
Port St. Lucie, Florida 34953

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

11. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

12. NON-WAIVER

The rights of the parties under this agreement shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

13. PRIORITY

The Consultant shall not be prohibited from representing or providing like services to other persons and entities besides the City, so long as the Consultant shall avoid any representation or relation which would create a conflict of interest, as determined by the City's project manager. Further, Consultant shall not accept any client or matter which would jeopardize the Consultant's ability to devote the time, resources and effort necessary to fulfill all obligations to the City.

14. DISPUTE RESOLUTION

Any dispute relating to interpretation of the terms of this agreement or a question of fact or arising under this agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its project manager. At all times, the Consultant shall carry on the work and maintain its progress scheduled in accordance with the requirements of the agreement and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

15. MEDIATION

Prior to initiating any litigation concerning this agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent followed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

16. INTERPRATION; VENUE

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this agreement, venue shall be in the 19th Judicial Circuit for St. Lucie County, Florida for claims under state law, and the Southern District of Florida for any claims which are justifiable in federal court.

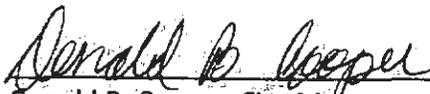
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms and conditions above stated on the day and year first above written.

ATTEST:

CITY OF PORT ST. LUCIE

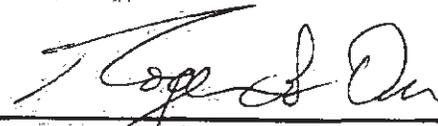


City Clerk



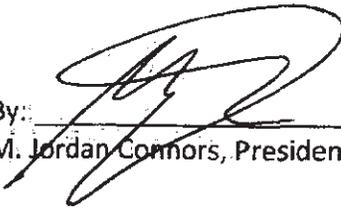
Donald B. Cooper, City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

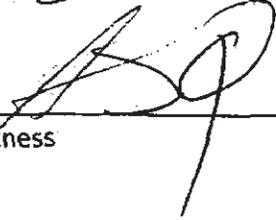


Roger G. Orr, City Attorney

JORDAN CONNORS GROUP, INC.

By: 
M. Jordan Connors, President


Witness


Witness