

Carminé Marceno
Sheriff



State of Florida
County of Lee

Abbi J. Smith, Esq.
Chief Legal Counsel

"Proud to Serve"

July 14, 2022

VIA e-mail

Ken Romano
17101 Caloosa Trace Circle
Fort Myers, FL 33967
Kmfinejewelry@yahoo.com

Re: Termination of Consulting Contract

Dear Mr. Romano:

The Lee County Sheriff's Office has enjoyed our professional relationship with you. However, we understand you are currently the subject of an investigation by another law enforcement agency. As a result, per our standard protocol, we are terminating our agreement effective August 14, 2022. As of today, your access to LCSO's secure facilities will be discontinued. Your final check pursuant to the agreement will be remitted July 27th, 2022.

Please inform LCSO of the results of the investigation when concluded so that we can re-address this matter.

Regards,

A handwritten signature in black ink, appearing to be "Abbi J. Smith".

Abbi J. Smith, Esq.
Chief Legal Counsel

cc: John Holloway, Undersheriff



"The Lee County Sheriff's Office is an Equal Opportunity Employer"
14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000

**AMENDMENT TO
THE KEN ROMANO CONSULTING AGREEMENT**

I. BACKGROUND

- A. This is an Amendment to the Ken Romano Consulting Agreement (the "Agreement") (attached to this Amendment as **Exhibit A**) that was executed January 13, 2022 between Ken Romano ("Consultant") and Sheriff Carmine Marceno on behalf of the Lee County Sheriff's Office ("Sheriff" and "LCSO") collectively referred to as the "Parties" herein.
- B. The Parties desire to amend the amount paid per month for Consulting services to remedy a scrivener's error in the signed agreement.

NOW THEREFORE IN CONSIDERATION of the mutual promises and covenants promised herein, both Parties hereby agree as follows:

II. AMENDMENT

Paragraph 4.2 of the Agreement is amended as follows:

Consultant shall be paid a total of \$5,700 per month for each month services are provided.

III. NO OTHER CHANGES

Except as otherwise expressly provided herein, all of the terms and conditions of the original Agreement remain unchanged and in full force and effect.

IV. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any and all litigation related to this Agreement in any way, including, but not limited to, enforcement of the terms, rights, duties, and obligations imposed herein, shall lie exclusively in the state or federal courts in Lee County, Florida.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the day and year set forth herein.

KEN ROMANO, CONSULTANT

Signed: _____

Dated: _____

**CARMINE MARCENO, SHERIFF OF
THE LEE COUNTY SHERIFF'S OFFICE**

Signed: _____

Dated: _____

KEN ROMANO CONSULTING AGREEMENT

THIS AGREEMENT is and shall be between **Carmine Marceno, as Sheriff of Lee County, Florida**, a Constitutional office of the State of Florida (hereinafter referred to as "Sheriff"), and **Ken Romano**, (hereinafter referred to as "Consultant").

WHEREAS, the Sheriff has determined that a need exists for a Consultant to assist the Sheriff's personnel by providing guidance regarding public relations including, but not limited to, social media presence and strategic communications; and

WHEREAS, Consultant possesses the ability, certifications, and experience required to perform the services described above, and is duly qualified to perform the services contemplated herein.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the adequacy of which both parties acknowledge and agree to be sufficient so as to support enforcement, Sheriff and Consultant enter into this Agreement, whereby:

1. Recitals. The Recitals above are adopted and incorporated herein as if fully restated.

2. Term. This Agreement shall commence and become effective on January 15, 2022 and unless extended by the parties under such terms and conditions as the parties mutually agree for one year and shall terminate January 14, 2023.

3. Independent Contractor. Consultant is providing the services herein as an independent contractor and is neither an agent, employee, partner, nor joint venture of or with the Sheriff or Board of County Commissioners for Lee County, Florida. Consultant shall be responsible for any and all tax liability resulting from, or related to payment made pursuant to this Agreement.

4. General Terms Of Agreement.

4.1 Services Provided. Consultant shall provide the services as described and as agreed to by the parties. Consultant is expected to work a reasonable number of hours to perform the necessary services. Consultant shall provide regular verbal reports to the Sheriff's designee and written reports upon the Sheriff or his designee's request. Consultant agrees to maintain necessary certifications and insurance to provide said services.

4.2 Compensation. In return for the services provided by Consultant pursuant to this Agreement, Sheriff shall pay to Consultant the sum of \$4,000.00 per month, payable within 30 days of receipt of invoice received by the Sheriff.

4.3 CJIS and Confidentiality. Consultant shall take such steps as might be necessary to comply with all FDLE/CJIS security requirements, and shall to the extent allowed by law, and except as for such information as might be requested by the Sheriff or his designee, maintain the confidentiality of such information as Consultant may glean, directly or indirectly, as a result of the Consultant's performance of duties incorporated herein.

4.4 Not an Employment Contract. The parties agree this is a contractual relationship for consulting services and not an employment contract.

5. Termination with or without cause. Either party may terminate this engagement at any time with or without cause and without penalty by giving written notice to the other party of not less than thirty (30) calendar days.

6. Cooperation. Sheriff shall cooperate with Consultant in the performance of its services hereunder, including providing Consultant with timely access to relevant data, information, and personnel of Sheriff.

7. Force Majeure. Neither party shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

8. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Except as might be expressly and mutually agreed, neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither party makes any representations as to the effect this Agreement has, or might have with respect to agreement, contract, right or obligation either party has, or might have with any individual or entity not a signator to this Agreement.

9. Assignment. Consultant may not assign any of Consultant's rights, claims, obligations or duties to any other corporation, entity, partnership, or individual without the prior express written consent of the Sheriff.

10. Entire Agreement. The terms incorporated herein, including any attached and identified exhibits, constitute the entire agreement between Consultant and Sheriff with respect to the subject matter hereof and supersedes any and all other oral and/or written representations, understandings, or agreements relating to the subject matter hereof.

11. No Third Party Beneficiaries. Nothing in this Agreement is intended to create any rights, claims or causes of action for any individual or entity not a signator to this Agreement.

12. Governing Law, Jurisdiction & Venue. These terms including any and all proposals, amendments, and exhibits attached hereto, shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to the choice of law principles thereof). Jurisdiction and venue shall lie exclusively in the state and federal courts located in Lee County, Florida and no other place.

13. Severability. If any provision of these terms is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable

provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

14. Public Records. Nothing herein shall limit or waive the Lee County Sheriff's Office's responsibilities as a Government Agency provided for under Florida's Public Records Laws, specifically, but not limited to, Florida Statute 119.0701.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EITHER PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CHERRIE MCABEE
DIRECTOR, CENTRAL RECORDS
CMCABEE@SHERIFFLEEF.L.ORG
14750 SIX MILE CYPRESS PKWY.
FORT MYERS, FLORIDA 33912
(239) 477-1369**

15. Amendments. The terms and provisions of this Agreement and the attached Addendums may be modified or amended only by written agreement executed by the parties hereto.

16. Waiver. No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Agreement, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.

17. Sovereign Immunity. Nothing in this Agreement or any attachments, exhibits, amendments, addendums or any other document related to this Agreement is intended, nor shall it be construed or interpreted to waive or modify the Sheriff's immunities and limitations on liability provided for in Florida Statutes section 768.28, as now worded or as may hereafter be amended, the strict financial limitations set forth therein or any other statutes or immunities. Sheriff expressly reserves these rights to the full extent allowed by law.

18. Indemnification. To the fullest extent permitted by applicable statutes, laws and regulations, and in addition to any other obligations imposed on Consultant pursuant to this Agreement, Consultant shall defend (paying costs associated with Consultant's defense of Sheriff, including attorney fees and costs), indemnify and hold harmless Sheriff Carmine Marceno, Sheriff, Lee County and their respective employees, officers and elected officials, from and against all demands, claims, causes of action, lawsuits and liabilities arising out of or relating to Consultant's negligent, tortious act(s), omission(s), or willful misconduct; however, these obligations to defend, indemnify and hold harmless are limited to the extent such demand, claim, cause of action, lawsuit or liability is premised upon the negligent, tortious act(s), omission(s), or willful misconduct of Consultant, its subcontractor(s), supplier(s), or any individual or entity directly employed by or performing services at Consultant's request to fulfill any obligation or duty imposed upon

Consultant pursuant to this Agreement. The above indemnification provisions shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

Carmine Marceno, Sheriff
Lee County Sheriff's Office

Ken Romano, Consultant

Signed: KWelsa

Signed: [Signature]

Date: 4/13/22

Date: 1-13-2022

Lee County Sheriff



INVOICE TRACKING REPORT

TRACKING FROM: 10/01/2020 TO 09/30/2024
 DEPT: TO ZZZZZ
 VENDOR: 018315 TO 018315

RECEIVED VENDOR	CREATED	INV DATE	INVOICE DEPT	CLERK	DOC	TAX NET AMOUNT	DAYS	ENTRY RELEASE INV STATUS	APPROVE W/ STATUS	POST STATUS	CHECK	COMPLETION CHECK STATUS
02/23/2022 018315-KENNETH ROMANO	02/23/2022	01/31/2022	1001 20202	SGladwe11	87304	4,000.00	PAID	0	0	NONE	0	0 CLEARED
03/16/2022 018315-KENNETH ROMANO	03/16/2022	03/16/2022	1001-A 70101	SGladwe11	88591	1,700.00	PAID	0	0	NONE	0	0 CLEARED
03/16/2022 018315-KENNETH ROMANO	03/16/2022	02/28/2022	1002 70101	SGladwe11	88592	5,700.00	PAID	0	0	NONE	0	0 CLEARED
03/30/2022 018315-KENNETH ROMANO	03/29/2022	03/30/2022	1003 70101	SGladwe11	89289	5,700.00	PAID	0	0	NONE	1	1 CLEARED
04/25/2022 018315-KENNETH ROMANO	04/27/2022	04/25/2022	1004 70101	SGladwe11	91010	5,700.00	PAID	2	0	NONE	0	0 CLEARED
05/31/2022 018315-KENNETH ROMANO	05/25/2022	05/30/2022	1005 70101	SGladwe11	92522	5,700.00	PAID	0	0	NONE	0	0 CLEARED
06/27/2022 018315-KENNETH ROMANO	06/29/2022	06/27/2022	1006 70101	SGladwe11	94575	5,700.00	PAID	2	0	NONE	1	1 CLEARED
07/25/2022 018315-KENNETH ROMANO	07/27/2022	07/25/2022	1007 70101	SGladwe11	95959	5,700.00	PAID	2	0	NONE	1	1 CLEARED

Lee County Sheriff



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RECEIVED	CREATED	INV DATE	INVOICE	DEPT	CLERK	DOC	INV NET AMOUNT	INV STATUS	ENTRY RELEASE	APPROVE	POST	CHECK	COMPLETION
										WF	STATUS		CHECK STATUS
AVERAGE DAYS													
ENTRY:			0.75										
RELEASE:			0.00										
APPROVAL:			0.00										
POSTING:			0.00										
CHECK:			0.38										
COMPLETION:			0.13										

*** END OF REPORT *** Generated by Jones, Jill