

## **AGREEMENT FOR GENERAL LOBBYING SERVICES**

THIS AGREEMENT by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "COUNTY"), and SHAWN FOSTER, individually, d/b/a SUNRISE CONSULTING GROUP, whose address is 5957 Riviera Lane, New Port Richey, Florida 34655 (hereinafter referred to as "CONSULTANT").

WHEREAS, the COUNTY solicited competitive proposals and desires professional lobbying services with regard to general legislative issues affecting local governments in Florida; and

WHEREAS, the CONSULTANT offered to render the professional lobbying services described in a formal solicitation (RFP-JV-15-255) issued by the COUNTY, and the CONSULTANT hereby certifies that it is willing, qualified and properly registered to provide professional lobbying services at the executive and legislative branches of Florida State Government; and

WHEREAS, the COUNTY has determined that the CONSULTANT has submitted the overall best proposal for the subject services; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

### 1. SCOPE OF SERVICES

The CONSULTANT shall provide the COUNTY with lobbying services at the executive and legislative branches of Florida State Government as directed by the County Administrator or his/her designee. In performing these services, the CONSULTANT shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. The CONSULTANT shall work closely with the COUNTY'S County Administrator and Government Affairs Officer and shall provide, at a minimum, the following services:

- 1.1 Meet with County staff, the County Attorney, and the Board of County Commissioners to assist in the development of the COUNTY'S list of goals, priorities and specific projects, identify which of these goals, priorities and specific projects could be addressed at the State level, and assist in developing written material on each request.
- 1.2 Provide County staff, the County Attorney, and the Board of County Commissioners with any new information that may impact the COUNTY'S State legislative program, and actively seek opportunities to enhance the COUNTY'S State legislative program and provide options as to legislative strategy when necessary.
- 1.3 Revise the COUNTY'S State legislative program as needed, and as requested by the Board of County Commissioners through County staff and the County Attorney.

- 1.4 Monitor current State legislation and the State budget process and report to the COUNTY, both orally and in writing, any legislative events that may directly or indirectly impact the COUNTY.
- 1.5 Provide the COUNTY with regular reports and updates on all legislative and budgetary issues that may impact the COUNTY.
- 1.6 Identifying relevant governmental funding opportunities to advance the interests and initiatives of impact to the COUNTY.
- 1.7 Maintain liaison with the COUNTY'S legislative delegation and staff and assist the delegation in any matter which the Board of County Commissioners deems to be in the best interest of the COUNTY.
- 1.8 Advocate to the Florida legislature and executive branch in support of the COUNTY'S goals, priorities and projects.

2. TERM

The term of this Agreement shall commence on the date of execution by the COUNTY and end at midnight on November 30, 2016, unless cancelled or terminated as provided herein. This Agreement may be extended, by written agreement of the parties, for two (2) additional one (1) year periods.

3. COMPENSATION

The COUNTY agrees to pay the CONSULTANT the sum of \$5,000.00 per month for the term of the Agreement. The COUNTY shall pay the CONSULTANT in accordance with the Florida Prompt Payment Act; provided, however, the first required monthly payment shall not be made until CONSULTANT has provided the Certificate of Insurance required by Section 14. of this Agreement.

4. OTHER PROJECTS

The CONSULTANT may be retained by the COUNTY on an as-needed basis for other projects that are substantially outside the scope of this Agreement. In the event such services are required, the parties agree to negotiate separate fees for each project.

5. DISBURSEMENTS AND OTHER SERVICES

The CONSULTANT agrees that the compensation outlined in Section 3 shall be inclusive of charges for certified or registered mail, mass mailing, special copying costs, teleconference call charges, courier services, expedited mail delivery (e.g., Federal Express), facsimile costs and travel expenses necessary for consultant's representation of Pasco County. No additional reimbursement shall be due and owing from the COUNTY.

6. DISCLOSURES AND CONSENTS

The COUNTY acknowledges that the CONSULTANT does not practice law and the services that the CONSULTANT provides are not legal services. Accordingly, the

COUNTY understands and acknowledges that, in retaining the CONSULTANT, the COUNTY will not have the benefits of an attorney-client relationship and that the protections of attorney-client privilege will not attach to its communications with the CONSULTANT.

7. ADVERSE REPRESENTATION

Because the CONSULTANT may be asked to represent someone or an entity whose interests may be adverse to the interests of the COUNTY, the CONSULTANT accepts this engagement with the understanding that the CONSULTANT'S representation of the COUNTY will not preclude the CONSULTANT from accepting other engagements from other existing or future clients. The COUNTY consents to the CONSULTANT representing another client provided that: (i) any known conflicts are disclosed to the COUNTY; (ii) the representation will not adversely affect the CONSULTANT'S responsibilities to and relationship with the COUNTY; (iii) such engagement is not substantially related to the subject matter of any services the CONSULTANT is providing the COUNTY; (iiii) in accepting such other engagements, the CONSULTANT would not impair the confidentiality of proprietary, sensitive, or otherwise confidential communications the COUNTY may entrust with the CONSULTANT; and (iv) CONSULTANT does not represent any person or entity, irrespective of compensation, before the Board of County Commissioners, or before any Pasco County entity or advisory body whose actions are appealable to, or reviewable by, the Board of County Commissioners and (v) CONSULTANT shall not consult on the campaigns of anyone seeking elected office on the Board of County Commissioners of Pasco County.

8. CONFIDENTIALITY

The CONSULTANT acknowledges its responsibility, both during and after the term of its engagement, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by the CONSULTANT on behalf of the COUNTY, or disclosed by the COUNTY to the CONSULTANT.

9. POLITICAL CONTRIBUTIONS

The CONSULTANT'S services may include advocating the COUNTY'S position before governmental agencies in the hopes of obtaining action by the agency favorable to the COUNTY. The COUNTY understands that, while the CONSULTANT may have developed positive professional relationships with the governmental officials that may include the governmental officials involved in the COUNTY'S representation, there can be no guarantee that the decisions of the governmental agency will be favorable to the COUNTY. The COUNTY further acknowledges that there have been no representations that CONSULTANT or its principals can exert any undue or improper influence over any governmental agency or official. In the event CONSULTANT chooses to make any political contributions, the COUNTY acknowledges that those contributions are not connected to the CONSULTANT'S representation of the COUNTY and that the CONSULTANT or its principals have not made any representation that such contributions will affect the outcome of any governmental decision or proceeding, in which the CONSULTANT represents the COUNTY.

10. RIGHT TO AUDIT

The CONSULTANT shall maintain such financial records and other records as they relate to the performance required by this Agreement. The CONSULTANT shall retain these records for a period of three (3) years after final payment, or until they are audited by the COUNTY, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the COUNTY, its designees, or other authorized bodies.

11. NONAPPROPRIATION

All funds for payment by the COUNTY under this Agreement are subject to the availability of an annual appropriation for this purpose by the COUNTY. In the event funds are not appropriated by the COUNTY for the subject services, the COUNTY will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the CONSULTANT on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the COUNTY shall not be obligated under this Agreement beyond the date of termination.

12. TERMINATION OF REPRESENTATION

12.1 The COUNTY reserves the right to terminate this Agreement at any time, with or without cause, by giving no less than thirty (30) days written notice to the CONSULTANT. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the CONSULTANT pursuant to this Agreement shall be submitted to the COUNTY. In the event this Agreement is terminated without cause by the COUNTY, the CONSULTANT shall be entitled to payment of the full monthly rate specified herein for the month on which the effective date of termination falls and all allowable and allocable reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the COUNTY from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement. No payments shall be made by the COUNTY for any expenses incurred or work performed following the effective date of termination unless authorized in advance in writing by the COUNTY.

12.2 The CONSULTANT reserves the right to terminate this Agreement at any time, with or without cause, by giving no less than thirty (30) days written notice to COUNTY. In the event this Agreement is terminated by CONSULTANT, CONSULTANT shall be entitled to a proration of the monthly rate specified herein based on the effective date of termination and all allowable and allocable reimbursable expenses incurred to the effective date of termination, less all payments previously made.

12.3 If the CONSULTANT is unwilling or unreasonably unavailable to perform the services specified herein, the CONSULTANT agrees that the COUNTY may, at its option, immediately terminate this Agreement without notice. In the event this

Agreement is terminated by the COUNTY as a result of the CONSULTANT'S nonperformance, the CONSULTANT shall be entitled to a proration of the monthly rate specified herein based on the date the COUNTY transmits notice of termination to the CONSULTANT and all allowable and allocable reimbursable expenses incurred to the effective date of termination, less all payments previously made.

13. OWNERSHIP OF DOCUMENTS

13.1 All documents, data, drawings, specifications, software applications and other products or materials produced by the CONSULTANT in connection with the services rendered under this Agreement shall be the property of the COUNTY whether the project for which they are made is executed or not. All such documents, products and material shall be forwarded to the COUNTY at its request and may be used by the COUNTY as it sees fit. The COUNTY agrees that if the documents, products and materials prepared by the CONSULTANT are used for purposes other than those intended by the Agreement, the COUNTY does so at its sole risk and agrees to hold the CONSULTANT harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the CONSULTANT upon confirmation from the COUNTY that they are subject to disclosure under applicable public records laws.

13.2 All services performed under this Agreement will be conducted solely for the benefit of the COUNTY and the related documents and materials produced will not be used for any other purpose or released without written consent of the COUNTY.

14. INSURANCE REQUIREMENTS

The CONSULTANT shall procure, pay for, and maintain Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with combined single limits of not less than \$1,000,000.00, each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards. In addition, the CONSULTANT shall procure, pay for, and maintain Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000.00 per occurrence, if occurrence form is available; or claims made with "tail coverage" extending three (3) years beyond the termination of this Agreement with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

A Certificate of Insurance, executed by the insurers, proving the coverage and limits indicated above shall be delivered to the COUNTY upon request. The insurance requirements shall remain in effect throughout the term of this Agreement.

Insurance policies shall include the following conditions by endorsement to the policy:

14.1 Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverage or limits, a notice thereof shall be mailed to the COUNTY by certified mail to the notice address provided herein. The CONSULTANT shall also notify the COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said contractor from its insurer; and

nothing contained herein shall absolve contractor of this requirement to provide notice.

- 14.2 Companies issuing the insurance policy, or policies, shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of contractor.
- 14.3 The term "COUNTY" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
- 14.4. The Pasco County Board of County Commissioners shall be endorsed to the required policy or policies as an additional named insured.
- 14.5 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY to any such future coverage, or to COUNTY'S self-insured retentions of whatever nature.
- 14.6 The COUNTY hereby waives subrogation rights for loss or damage against the COUNTY.

15. NON-DISCRIMINATION

During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

16. E-VERIFY NOTICE

The COUNTY is an employer participant in the Department of Homeland Security's Image Program and utilizes E-Verify to ensure its employees are appropriately authorized to work in the United States. As part of its compliance efforts under this program, the COUNTY encourages all ITS CONSULTANTS contract with or performing work for the COUNTY to establish employment procedures that adopt the Images Program Best Practices and otherwise ensure compliance with federal employment eligibility verification requirements as part of its hiring practices. The CONSULTANT shall also include this requirement in all its sub-consultant contracts involving COUNTY work. For those COUNTY projects utilizing State of Florida funds, the requirement to comply with E-Verify will be mandatory. The COUNTY reserves the right to request verification of compliance from its CONSULTANTS during the term of its contract with

the COUNTY and for a period of up to five (5) years thereafter. Should a COUNTY retained CONSULTANT, and /or its SUBCONSULTANTS be found to be non-compliant with E- Verify as part of a federal audit or other inquiry, the CONSULTANT and/or its SUBCONSULTANTS will be solely responsible for the payment of any fines or costs imposed upon the COUNTY as a result of such non-compliance.

17. ASSIGNMENT

The CONSULTANT shall not assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the COUNTY.

18. EXTENT OF AGREEMENT

18.1 This Agreement represents the entire and integrated agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreement, either written or oral.

18.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a written instrument executed by both parties hereto.

19. NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the COUNTY may employ additional or other professional consulting firms to perform any work contemplated by this Agreement without liability to the CONSULTANT.

20. INDEMNIFICATION OF THE COUNTY

20.1 The CONSULTANT shall indemnify and save the COUNTY, its Commissioners, officers, agents, employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect or consequential, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way connected with this Agreement, provided such claim is caused by the negligent error, omission, act, or failure to act of the CONSULTANT, its agents, servants or employees in the performance of services under this Agreement. The CONSULTANT shall not indemnify the COUNTY for any negligence of the COUNTY'S employees or agents. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

20.2 The CONSULTANT'S indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the CONSULTANT'S lack of sufficient insurance protection. The CONSULTANT hereby acknowledges and expressly agrees that the compensation to be paid to the CONSULTANT by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

21. INDEPENDENT CONTRACTOR

Neither the COUNTY nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT expressly warrants not to represent at any time or in any manner that the CONSULTANT or any of the CONSULTANT'S agents, servants or employees are in any manner agents, servants or employees of the COUNTY. It is understood and agreed that the CONSULTANT is, and shall at all times remain as to the COUNTY, a wholly independent contractor and that the CONSULTANT'S obligations to the COUNTY are solely as prescribed by this Agreement.

22. WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

23. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

24. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The CONSULTANT shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the CONSULTANT will in no way be a cause for relief from responsibility.

25. NOTICES

Any notices to be given under this Agreement shall be given by United States Mail, addressed to the CONSULTANT at its address stated herein, and to the COUNTY at the following address: Michele L. Baker, Pasco County Administrator, West Pasco Government Center, Suite 340, 7530 Little Road, New Port Richey, Florida 34654.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the last day written below.



(SEAL)

Paula S. O'Neil  
Paula S. O'Neil, Ph.D.  
Clerk & Comptroller

COUNTY:

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

By: Kathryn Starkey  
Kathryn Starkey, Chairman

Date: Dec 1 2015

APPROVED  
IN SESSION

DEC 1 2015

PASCO COUNTY  
CONSULTANT: BCC

Shawn Foster, individually, d/b/a Sunrise Consulting Group

By: Shawn Foster

Date: 20 November 2015