

**AGREEMENT FOR FEDERAL LOBBYING SERVICES  
RFP-TB-16-145**

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 VAN SCOYOC ASSOCIATES, INC., whose address is 101 Constitution Avenue NW, Suite 600 West, Washington, DC 20001 (hereinafter referred to as "CONSULTANT").

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

WHEREAS, the CONSULTANT offered to render the federal lobbying services described in a formal solicitation (RFP-TB-16-145) 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 the United States Congress and Executive Branch of the Federal Government and various Federal agencies; 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 federal lobbying services in regards to the United States Congress and Executive Branch of the Federal Government and various Federal agencies 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, 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:

- A. Design and implement a strategy, in consultation 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 Federal level, and assist in developing written material on each request.
- B. Provide County staff, the County Attorney, and the Board of County Commissioners with any new information that may impact the COUNTY'S Federal legislative program, and actively seek opportunities to enhance the COUNTY'S Federal legislative program and provide options as to legislative strategy when necessary.

- C. Revise the COUNTY'S Federal legislative program as needed, and as requested by the Board of County Commissioners through County staff and the County Attorney.
- D. Monitor current Federal legislation and the Federal budget process and report to the COUNTY, both orally and in writing, any legislative events that may directly or indirectly impact the COUNTY on a no less than monthly basis.
- E. Provide the COUNTY with regular reports and updates on all legislative and budgetary issues that may impact the COUNTY.
- F. Assist the COUNTY with obtaining appropriations for a number of COUNTY projects and/or programs to be determined as part of an annual legislative strategy.
- G. Provide specialized assistance in researching, identifying, expediting, processing, and monitoring competitive and priority grant programs and grant requests for proposals.
- H. Provide access to key congressional leaders for COUNTY officials and staff at strategic times during the legislative process on issues of importance to the COUNTY.
- I. Develop a collegial working relationship with the Florida Congressional delegation.
- J. Advocate to the United States Congress and Executive Branch of the Federal Government in support of the COUNTY'S goals, priorities and projects.
- K. Advocate aggressively throughout the legislative process to ensure that the COUNTY'S goals and objectives are met and to ensure that any federal funding request is funded at the desired level.
- L. Brief the relevant Members of Congress and staff, as well as Committee and federal agency staff (as appropriate) on the COUNTY'S Federal Agenda.
- M. Coordinate any Washington D.C. or other Federal advocacy trips for the COUNTY leadership and officials that will focus on briefings on the COUNTY'S Federal Agenda and appropriations requests.
- N. Maintain open lines of communication between designated COUNTY contacts and Congressional and Agency contacts as appropriation bills and legislative items are considered by the House and Senate.
- O. Evaluate the outcome of House and Senate action on respective appropriation bills and legislative action items and advise the COUNTY on next steps and any necessary adjustments to strategy or substance of the COUNTY'S Federal Agenda.
- P. Prepare briefing sheets, talking points, and any other materials needed for meetings, phone calls, etc., between designated COUNTY Board of County

Commissioners and/or staff and key members of Congress, their staff, and federal agency officials and staff.

- Q. Assist with the drafting of support letters, letters of request for assistance, and all other materials needed to ensure the success of the COUNTY'S goals and objectives.
- R. Attend all relevant industry meetings in Washington D.C. in order to provide up to the minute intelligence (and advanced information when available) of federal legislative and regulatory initiatives.
- S. Review and report on all pertinent pending legislation and regulations, including all committee meetings, hearings, and conferences on a minimum weekly basis.
- T. Provide a final report after completion of the Congressional session and any Special Congressional Session addressing all legislation impacting the COUNTY.

## **2. TERM**

The term of this Agreement shall commence on the date of execution by the COUNTY and continue for a period of one (1) year, 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 Florida's Local Government Prompt Payment Act (Chapter 218, Fla. Stat.); 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 to invoice the COUNTY for disbursements deemed necessary and officially related to Scope of Services defined herein, including 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 directly related to COUNTY business. The CONSULTANT shall submit all invoices and payment requests in a form satisfactory to the Pasco County Clerk & Comptroller (billed to Pasco County Board of County Commissioners) to Pasco County Clerk and Comptroller, 38053 Live Oak Avenue, Suite 210, Dade City, Florida 33523, with a copy to the Pasco County Government Affairs Officer, Pasco County Utilities Administration Bldg., 19420 Central Blvd., Land O'Lakes, Florida 34637.

The COUNTY shall pay the CONSULTANT for Reimbursable Expenses in accordance with the provisions of this Article. The term Reimbursable Expenses shall mean the CONSULTANT'S out-of-pocket costs for items directly charged to any project initiated pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), fees, and per diem and travel expenses of the CONSULTANT'S employees not to exceed the statutory limits delineated in Chapter 112.061, Florida Statutes.

The COUNTY shall only compensate the CONSULTANT for Reimbursable Expenses which are directly charged to projects performed pursuant to this Agreement which are not included in the CONSULTANT'S overhead and which are consistently charged to all clients. The COUNTY, in its sole discretion, may require the CONSULTANT to verify and/or provide supporting documentation which demonstrates that Reimbursable Expenses for which compensation has been sought have been generated or originated from or by a project initiated pursuant to this Agreement. All Reimbursable Expenses shall be charged at the actual cost to the CONSULTANT.

6. COUNTY REPRESENTATIVE

A. The COUNTY's Administrator (or their designee) will serve as the COUNTY's representative during the term of the Agreement and is designated the authority to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Firm payment requests for approval or rejection.
2. Periodic reviews of the work of the Firm as necessary for the completion of the Firm's services during the period of this Agreement.

B. All correspondence/reports required under this Agreement shall be provided to the County Administrator and the County's Government Affairs Officer by their choice of delivery method.

7. TIMELY PERFORMANCE OF SERVICES

A. The timely performance and completion of the required services is vitally important to the interest of the COUNTY.

B. The personnel assigned by the CONSULTANT to perform the services of this Agreement shall comply with the information presented in the CONSULTANT's response to the solicitation. The CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSULTANT's key personnel must receive the County Administrator's written approval before said changes or substitution can become effective.

C. Neither the COUNTY's review, approval or acceptance of nor its payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. TERMINATION OF REPRESENTATION

14.1 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.

14.2 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.

14.3 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.

15. OWNERSHIP OF DOCUMENTS

15.1 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.

15.2 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.

16. 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:

16.1 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.

- 16.2 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.
- 16.3 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.
- 16.4 The Pasco County Board of County Commissioners shall be endorsed to the required policy or policies as an additional named insured.
- 16.5 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.
- 16.6 The COUNTY hereby waives subrogation rights for loss or damage against the COUNTY.

17. **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.

18. **E-VERIFY NOTICE/ AUDIT REQUIREMENTS**

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.

By accepting this Agreement which will be funded through state funds, the CONSULTANT specifically agrees to cooperate with any audit of such funds initiated by the State Auditor General or the state agency providing the funds in question.

19. PUBLIC RECORDS

The CONSULTANT shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the CONSULTANT shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY 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 for under Florida's Public Records law; (c) 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 CONSULTANT does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT. Upon transfer, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8194, [mellerin@pascocountyfl.net](mailto:mellerin@pascocountyfl.net), 8919 Government Dr., New Port Richey, FL 34654.**

Under Florida law, a CONSULTANT who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

20. 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.

21. EXTENT OF AGREEMENT

21.1 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.

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

22. 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.

23. INDEMNIFICATION OF THE COUNTY

23.1 The CONSULTANT shall indemnify and save the COUNTY, its Commissioners, officers, agents, employees, harmless from and against any claim, damages, fines, penalties, 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. This section will survive the expiration of the Agreement.

23.2 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.

24. 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.

25. CONSISTENCY WITH FEDERAL, STATE, AND LOCAL LAWS

The CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement. In the event any of the terms of this Agreement are inconsistent with such laws, codes, ordinances, rules, and regulations, the Agreement shall be construed to operate in conformity with the requirements of such laws, codes, ordinances, rules, and regulations.

26. 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 and shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

27. CONTINGENCY FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

28. THIRD PARTY BENEFICIARIES

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity pursuant to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

29. 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.

30. 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.

31. NOTICES

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

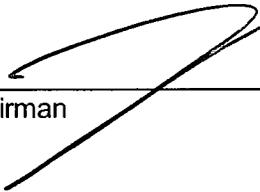
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

COUNTY:

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

By:

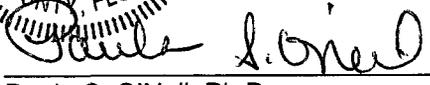
  
Chairman

APPROVED  
IN SESSION

DEC 13 2016

PASCO COUNTY  
BCC

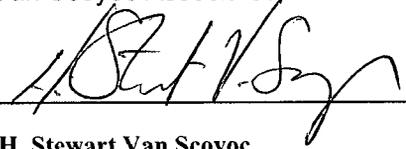


  
Paula S. O'Neil, Ph.D.  
Clerk & Comptroller

CONSULTANT:

Van Scoyoc Associates, Inc.

By:

  
\_\_\_\_\_

Name: H. Stewart Van Scoyoc

Title: President

Date: November 28, 2016