

INTEROFFICE MEMO

To: Joseph Lauro, Director of Purchasing
From: Patti Fontaine, Buyer
Subject: Purchase Authorization – Legislative Consultant Services
Contract No. 134-0216-PB(PF)
Date: February 28, 2014

RECOMMENDATION: I RECOMMEND THE DIRECTOR OF PURCHASING AUTHORIZE THE PURCHASE OF LEGISLATIVE CONSULTANT SERVICES FROM VAN SCOYOC ASSOCIATES INC., WASHINGTON, D.C. PRICING AND CONDITIONS ARE BASED ON CITY OF CLEARWATER, FLORIDA CONTRACT NO. 06-13, EFFECTIVE THROUGH DECEMBER 31, 2017.

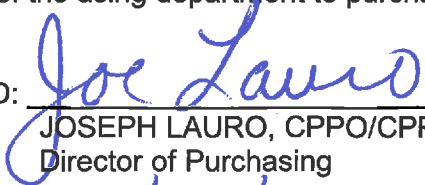
IT IS FURTHER RECOMMENDED THAT THE DIRECTOR OF PURCHASING SIGN THE AGREEMENT AND THE CONTRACTOR EXECUTE.

ESTIMATED ANNUAL EXPENDITURE: \$95,000.00

Funding is provided through general government.

DISCUSSION: This purchase authorization is for an annual contract for Legislative Consultant Services to provide comprehensive legislative and executive branch strategic advice, liaison service and advocacy for Pinellas County. This will include proactive advocacy services for flood insurance and beach nourishment issues. It will also include identifying other pertinent legislative issues, development long-term strategy, and a legislative agenda. Services will be provided at a monthly retainer of \$7,500 with an additional cap of \$5,000 over the twelve (12) month term for pre-approved travel.

Section 2-164 of the Pinellas County code delegates authority to the County Administrator to award contracts for purchases of goods or services of \$250,000 or less, and the Director of Purchasing \$100,000 or less within the budget of the using department to purchase through other public entity bids.

APPROVED: 
JOSEPH LAURO, CPPO/CPPB
Director of Purchasing

Date of Approval: 2/28/14

Attachments: Agreement
Van Scoyoc Proposal

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 28th day of February, 20 14 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Van Scoyoc Associates Inc. ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County has a need for Legislative Consultant Services AS PER CITY OF CLEARWATER, FLORIDA CONTRACT NO. 06-13; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including labor, materials, equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Wendy Nero, contact person for Pinellas County. Contractor shall submit a written proposal describing the Scope of Services, the proposed compensation and total cost, and the work schedule, and shall provide the Services upon written approval as provided herein.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on (select appropriate box): ☒ the Effective Date and shall remain in full force and effect for twelve (12) months from that date, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The Parties may extend the term of this Agreement for one (1) additional twelve (12) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in Section 5.B ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. County agrees to pay the Contractor an annual amount not-to-exceed \$ 90,000 for Services completed, and accepted if applicable as provided in Section 15 herein, payable in equal monthly payments of \$7,500.00, upon submittal of an invoice as required herein as set out in Exhibit B.

C. Travel Expenses. (Select appropriate box.)

☐ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

☒ The County shall reimburse the Contractor the sum of not-to-exceed \$ 5,000.00 for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and County Travel Policy, and as approved in writing in advance by County's Contract Administrator.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box): ☐ to the designated person as set out in Section 18 herein; ☒ as provided in Exhibit B attached hereto. For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will

notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1, shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment, equal employment opportunity, and privacy of medical records or information.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit C, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. Contractor's Taxes. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Van Scoyoc Associates Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. (Select appropriate box.)

☐ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20 and 23.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Wendy Nero
Intergovernmental Relations Manager
wnero@pinellascounty.org

For Contractor:

Attn: Greg Burns
Vice President
gburns@vsadc.com

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
Email: jlauro@pinellascounty.org

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or

accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

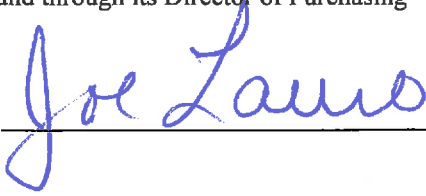
27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
by and through its Director of Purchasing

By: _____

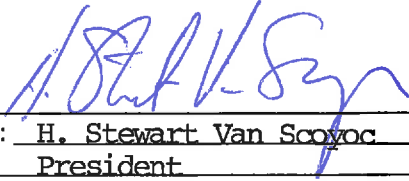


VAN SCOYOC ASSOCIATES, INC.

By: _____

Name: H. Stewart Van Scoyoc

Title: President



APPROVED AS TO FORM

By: _____

Office of the County Attorney

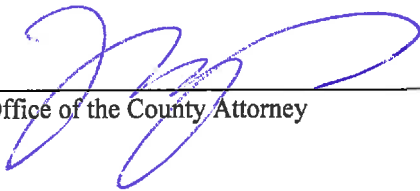


EXHIBIT A

Scope of Work

The County has directed that for the term of this agreement, our scope of work shall focus on aggressive advocacy related to the National Flood Insurance Program and Federal beach nourishment issues.

However, we know Pinellas County has a sophisticated understanding of Federal advocacy. VSA will proceed in the following manner if chosen:

- Critically examine, and then improve upon, the County's past advocacy efforts.
- Explore and recommend new areas of Federal advocacy not pursued in the past.
- Broaden efforts already initiated by the County.

VSA will immediately study and assess the County's priorities and community assets, and examine which needs and assets will create momentum and fit Federal trends for the best chance of Congressional and Executive Branch success. VSA will work with County staff to evaluate how best to achieve the County's long-term goals and examine several methods for securing Federal support for County policies and projects. We will jointly develop a Federal Legislative Agenda to guide and provide the explicit support of the Board of County Commissioners for our efforts.

Below is a detailed description of the services and strategies VSA proposes. Based on our experience, we know the most effective communication and advocacy strategies are developed with honest input from all parties involved. For that reason, we work hard on being flexible to the needs and concerns of Pinellas County and look forward to developing a specific strategy as our relationship progresses that takes into account our extensive background representing local governments and the County's unique Federal advocacy needs.

Provide research and timely written and oral information to Pinellas County.

Effective communication is critical to successful advocacy. The VSA – Pinellas County team will work diligently to keep the City informed and updated regarding Federal legislation, initiatives, funding opportunities, and news through a variety of different sources. While team leader Greg Burns will always be available to the County, the team can arrange scheduled phone calls and produce written updates to ensure ongoing communication is taking place.

The VSA team will also prepare, with the assistance of County staff for technical guidance, the following forms of research and information:

- Analyses of budget requests and forecasts for policies and programs of importance to the County;
- Reports of, and testimonies from, relevant committee hearings and markups;
- Memos on pertinent Federal initiatives or topics;
- Federal agency and departmental regulations, guidelines, directives, and other instruments of administrative policy;
- Grants and other funding opportunities for proposed County projects;
- Technical reports and memoranda affecting County operations and fiscal conditions;
- Copies of proposed legislation and associated reports;
- "White papers" and materials geared toward elected officials and their staffs that justify the County's objectives in simple and straightforward language, providing Congress and the Executive Branch with the information they need to be successful on your behalf;
- Support or request letters for Congressional sponsors to use with relevant committees or Federal agencies;

- Any necessary forms for appropriations or authorizations requests, and
- A briefing book for pertinent members of Congress, House and Senate Committees, the Executive Branch agencies, and their staffs.

Monitor existing and proposed laws and regulations that affect the interests and priorities of Pinellas County.

VSA will closely monitor the progress of pertinent bills, relevant agency regulatory developments, and significant budget discussions and legislation to ensure that the County's priorities are considered by the appropriate authorities at every opportunity. Success depends upon timely input from Members of Congress and their staffs to the committees. Similarly, careful coordination must be maintained with Federal agencies that administer the programs to make sure the agency demonstrates its interest. VSA will ensure that conversations are made at the right time, that timely correspondence is sent, and that agency officials communicate with Capitol Hill.

Proactively recommend and develop legislative positions for proposed laws and regulations that affect the interests and priorities of Pinellas County.

Working with the County, and based on our knowledge of opportunities, VSA will develop a list of current or predicted legislation to either oppose or support on behalf of the County, as well as funding targets, and essential Federal programs that must be protected. Once we have worked with County staff to create a prioritized and action-oriented Federal Legislative Agenda for the remainder of 2014, VSA will create a Federal Legislative Briefing Book that can be distributed to the Board of Commissioners for approval. This book will be used as a guide for the aggressive advocacy provided on behalf of the County and will be updated as the 114th Congress begins.

In addition to the formal legislative agenda, VSA team members will be available to discuss and research pertinent legislation as it develops. We will constantly monitor the introduction and progress of proposed laws and regulations and provide analysis on the potential effects for the County. We will assist in developing the County's stance and contact the relevant members of Congress on your behalf to ensure they are aware of your position on significant legislation.

Propose and develop opportunities that will access funding at the policy making level.

With our advance planning, the current earmark moratorium did not come as a shock, nor does it create a crisis. While ideally we would like to work to secure earmarks for clients, our immediate focus will remain on relevant policy issues, Federal agency programs and relationship development, and agency grant and programmatic funding, all of which can often have a bigger effect on a community than a simple Federal earmark.

For example, Mr. Burns recently worked with the City of Visalia, Calif., to secure a two-year extension of the Preferred Risk Policy (PRP) rate for residents who have Federal flood insurance through the National Flood Insurance Program. With more than 12,000 residents in the flood plain and PRP rates almost \$1,000 lower than regular flood insurance rates, the County's residents will save nearly \$18 million in flood insurance premiums over two years. While this example may not apply to the County's circumstances, it is an example of how policy initiatives can have a positive impact on the community.

We also work to expand our clients' interactions with Federal agencies, whether through traditional competitive grant programs or other initiatives. For example, Mr. Burns also recently worked with the City of Beaverton, Ore., to engage the U.S. Export/Import Bank and the Department of Commerce to set up a seminar for export businesses in the community. In this way, the City and its local businesses may gain the assistance of these Federal agencies as individual companies look to expand their exports or

initiate exports to new markets. We also engaged the U.S. Interagency Council on the Homeless to assist the City so it can better address its challenges with youth homelessness. Finally, we worked with the Economic Development Administration to secure competitive grant funding for expanded programs at the City's Oregon Technology Business Center.

Research and identify grant funding or other opportunities for funds.

With fewer Congressional projects, or earmarks, the Federal agencies retain more money to distribute via competitive grants and competitions. This also means, though, that there is more competition for Federal grant money than ever. Along with our ability to navigate Washington effectively and achieve success on behalf of our clients, VSA has the insights and experience in the agencies to help Pinellas County produce competitive and compelling grant applications in almost every subject area.

VSA's continual contact and close working relationships with Federal agencies allow us to glean intelligence in advance of public announcements. We work closely with our client's grants management staff to provide early warning of impending grant competitions where clients have natural advantages or can satisfy particular needs. We also can explore and navigate the political calculations that sometimes underlie "objective" grant competitions. VSA then provides an experienced, outside critique and close reading of grant applications to make them as successful as possible.

Arrange meetings for County elected officials and personnel with Congressional members and staff. Provide logistical support and attend those meetings when necessary.

Pinellas County must meet with the right members of Congress and it must deliver the right message. The proposed VSA – Pinellas County team has an excellent working relationship with the Florida Congressional delegation. Given the change to the County's delegation due to the upcoming election, we will have to either develop new relationships or strengthen old ones. We are adept at creating positive relationships with new members of Congress. Our ability to effectively engage the County's new representative, whomever it is, will not be altered based on their new members' politics or ideologies.

A member of the VSA team will accompany the County during all meetings with Congress, staff, and agency officials to provide background information and assist as needed. We will work with County staff in advance to ensure that those attending the meeting are knowledgeable on the topics being discussed and equipped with documents to supplement the conversation. We understand that financial limitations restrict County staff members and elected officials from traveling to Washington as often as may be desired. In recognition of that, we will work to make sure that all trips are structured to most effectively take advantage of your time here.

For the same reason, we will continue to engage in regular meetings with Congressional leadership and staff on behalf of the County in your absence. VSA will stay in continuous contact with these officials by phone and email. VSA will advance already existing political relationships and establish new ones. We will assist in correspondence between your Congressional delegation and other relevant members of Congress to ensure your viewpoint and suggestions are heard regarding legislation that affects the interests of the County. VSA will focus its collective efforts intensely on the Congressional leaders that will best enable us to accomplish your goals.

Attend Board of County Commission and other meetings as requested by the County to report on activities.

VSA begins all client relationships with a site visit to assess your strengths, assets, needs, and long-term vision, with the goals of creating a Federal strategy to ensure success during the Congressional sessions, advance existing projects, and advocate the community's long-term vision within both the Congress and the Executive Branch.

Throughout the year, VSA will maintain a visible presence with the County, as we are committed to traveling to Pinellas County on a regular basis to brief officials on events in Washington affecting the County's Federal agenda.

Legislative Tracking & Communication

We ensure that the Vice Presidents in charge of a client relationship possess the skills and experience to match the needs of the client, actively supported by others within the firm. This approach will give Pinellas County a complete understanding of the work we do on your behalf. It is also important to note, however, that the resources of all 65 VSA principals and legislative staff may be drawn upon at any time. VSA truly fosters a collaborative atmosphere, and several VSA principals have backgrounds that give the County a broad base of experience from which to draw.

Based on our experience, we anticipate we will spend a significant percentage of time communicating with the County in order to provide updates and respond to questions, while communicating the County's agenda to key Federal officials. VSA will organize scheduled calls with the County in order to ensure that we have a coordinated and active Federal strategy. We also will produce comprehensive status reports and summaries of our work on a regular basis.

In addition, VSA can provide legislative tracking status reports and other materials. The tracking report can be updated continuously, showing the status of legislative and regulatory initiatives, charting their progress through the legislative process, and outlining next steps to take. The portal can be made available to individual County personnel to read and/or edit, depending on your preferences.

While many communities have similar needs and objectives, our specific approach and methodology varies by client. VSA prides itself on being able to adapt to the different methods and structure each client finds most effective. Whatever methods you choose, all the content and information we create will be for Pinellas County and will not be generic. It is our job to know what interests you and to ensure you have that information, not pass along irrelevant information.

Promote Pinellas County's position on priority issues to national and state interest groups.

VSA regularly and actively participates in meetings of Washington representatives coordinated by the National Association of Counties, U.S. Conference of Mayors, and the National League of Cities. We are active with the Florida Association of Counties and also participate in meetings of the American and Florida Shore and Beach Preservation Associations. We are prepared to play an intermediary role between the County and relevant organizations by articulating issues and viewpoints important to Pinellas County and disseminating pertinent information and initiatives back to County staff.

EXHIBIT B

Legislative Consultant Services will be provided for a monthly retainer of \$7,500 with the addition of reasonable costs for directly related, pre-approved long distance business travel with a cap of \$5,000 over the course of the twelve (12) month contract.

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

EXHIBIT C

Without limiting its liability under this Agreement, Consultant shall procure and maintain during the life of the Agreement professional liability insurance in a minimum amount of one million dollars (\$1,000,000.00). This provision shall survive termination of this Agreement.

PROPOSAL TO PROVIDE FEDERAL ADVOCACY SERVICES FOR:

Pinellas County, Florida

Submitted by:

Van Scoyoc Associates

February 9, 2014





February 9, 2014

Joe Lauro, Director of Purchasing
Pinellas County
Board of County Commissioners
400 South Fort Harrison Ave, 6th Floor Annex
Clearwater, FL 33756

Dear Joe,

Thank you very much for the opportunity to present Pinellas County with the attached proposal to provide Federal advocacy services. We believe VSA can provide the County with a partnership that will yield significant and beneficial results.

Van Scoyoc Associates (VSA) is a full-service, bi-partisan lobbying firm that was founded in 1990 and has grown to be one of the most successful independent firms in Washington, D.C. Our success is due to our principals, each of whom has been hired by VSA because of the quality of his or her knowledge, contacts, and skills.

We have put together a team for Pinellas County with more than a century of Federal experience that combines an insider's knowledge of Capitol Hill and the Executive Branch with an excellent record of representing local governments in Washington, D.C. Our team has excellent working relationships with the Florida Congressional delegation, other relevant Members of Congress, and Federal agencies, all of which will enable us quickly to identify pertinent opportunities in Washington available to the County.

I am pleased to be the team leader for our work on behalf of the County. I have represented a number of local governments in Florida and throughout the United States for more than a decade. Our firm has a long history of working in Pinellas County, giving our firm a good base of local knowledge from which to begin our effort on behalf of the County. We propose to join my work on behalf of similar communities with the experience of our team of professionals, a combination we believe will provide unparalleled results for the County.

As the VSA team leader, my contact information is:
Greg Burns, Vice President
101 Constitution Ave. NW, Suite 600 West, Washington, DC 20001
(202) 737-8162
(202) 638-7714 – fax
gburns@vsadc.com

Thank you very much for the opportunity to present this proposal for Federal advocacy services. I look forward to hearing from you.

Sincerely,

Gregory D. Burns
Vice President

Van Scoyoc Associates Background



Van Scoyoc Offices and U.S. Capitol

Van Scoyoc Associates Inc. (VSA) is a bi-partisan, full-service Federal Government relations firm that provides comprehensive Legislative and Executive Branch strategic advice, liaison service, and advocacy. VSA is known for the knowledge and experience of its principals, which allow us to develop and implement creative solutions to seemingly intractable problems. We achieve results.

VSA's clients include many public and private interests, such as city and county governments, water and flood control districts, and public transportation agencies, as well as major research universities, defense contractors, hospitals, health care and research consortia, economic development authorities, and Fortune 500 companies.

VSA is comprised of roughly 25 Vice Presidents, many of whom have held senior staff positions on Capitol Hill and in the Executive branch. The Vice Presidents are supported by 40 staff members, the majority of whom have held positions in Congressional offices and Federal agencies.

VSA Vice President Greg Burns will lead the VSA team for Pinellas County. Mr. Burns began his career on Capitol Hill and since then has represented both large and small local government entities in Florida and elsewhere for more than 11 years. These include current clients in Florida such as Charlotte, Lee, Martin, and St. Lucie counties, the cities of

Clearwater and Coconut Creek, and the Captiva Erosion Prevention District as well as several more in California, Oregon, and Texas.

Mr. Burns will be assisted by Vice President Steve Palmer on transportation-related issues. Mr. Palmer will utilize his 14 years of experience as a Federal lobbyist to pursue the County's goals and objectives, primarily with regard to transportation and transit issues. He currently advocates for the Tampa Airport Authority, San Diego County, Washington Metro, and a host of other transportation-focused public entities. Prior to joining VSA, Mr. Palmer served for more than five years as Assistant Secretary for Governmental Affairs at the U.S. Department of Transportation (DOT) and as Staff Director of two Senate Subcommittees.

Nate Potter, Manager, Government Relations, who has lobbied on behalf of government entities for 7 years and prior to that worked for a Member of Congress and a Senator on Capitol Hill, will support the team, which will be overseen by VSA President and CEO "Stu" Van Scoyoc.

Our VSA – Pinellas County team members have extensive experience working on Capitol Hill, in Executive Branch agencies, and as Federal advocates on behalf of government entities. The strengths of our team members, given their experience working with and in nearly all Federal agencies, will give the County an excellent opportunity to respond proactively to the changing climate in Washington and succeed via policy, programmatic, and other opportunities.

History: H. Stewart “Stu” Van Scoyoc established VSA in 1990 with “three employees, eight clients, a 5-pound cell phone, and the desire to compete,” he likes to say. With annual client revenues in excess of \$25 million, VSA is the foremost provider of Federal representation in Washington that is independent of a larger law firm, public relations company, or other parent corporation.

Service: While our company is large, our core concepts make sure we tailor each government relations campaign to fit each client’s needs and desires. VSA provides the human touch of a small entrepreneurial firm by assigning specific principals and staff to each client. We do not charge hourly fees that might impede regular two-way communication with clients. We want to encourage innovation and preserve as much freedom as possible for both clients and staff.

Resources: At the same time, VSA can summon the skill, expertise, and contacts of its entire staff on behalf of any client. VSA fosters a collaborative atmosphere, and several VSA principals have backgrounds that give our clients useful experience to draw on. VSA’s record of accomplishment, combined with our principals’ hundreds of years of Legislative and Executive Branch experience make VSA a powerful advocate.

Balance: From its inauguration, VSA has carefully kept a bipartisan balance. That commitment makes VSA unusually effective today, when politics are more polarized than ever. Democrats and Republicans in roughly equal numbers make up the staff and provide strong ties across party lines, in both Congress and the Executive Branch.

Skill: Gone are the days when Washington representation meant simply shepherding a client’s proposal through the appropriations process. Building a case before the Federal Government now calls for action on a broad front. VSA understands how to navigate the new world of Federal relations in order to achieve success on behalf of our clients.

Integrity: In today’s political atmosphere, a company offering Washington representation must be above reproach. Van Scoyoc Associates and its affiliated companies will always represent the County in a dignified and ethical manner. We strictly abide by the provisions of the Honest Leadership and Open Government Act of 2007, including prohibitions on gifts, meals, and travel for elected officials and staff.

Location: VSA and its affiliate companies are located just steps from the Capitol at 101 Constitution Avenue NW, Washington, DC 20001. Clients are able to use VSA’s guest offices during their visits to Washington.



VSA – Pinellas County Team

Vice President Greg Burns will lead the VSA team for Pinellas County. He will be assisted by a variety of members of the firm, including Steve Palmer, Nate Potter, and others as necessary. The team will be managed by VSA President and CEO “Stu” Van Scoyoc. Our team members have extensive experience working on Capitol Hill, in Executive Branch agencies, and as Federal advocates on behalf of government entities. The strengths of our team members, given their experience working with and in a number of Federal agencies, gives the County an excellent opportunity to respond proactively to the changing climate in Washington and succeed via policy, programmatic, and other opportunities.

Within the Executive Branch, VSA principals have worked at senior levels with nearly every major Federal agency, including the Office of Management and Budget (OMB), Department of Transportation (DOT), Department of Health and Human Services (HHS), Department of Commerce, Department of Energy (DOE), the Army Corps of Engineers, Department of Interior, Department of Homeland Security (DHS), the Environmental Protection Agency, the Fish and Wildlife Service, and the National Oceanic and Atmospheric Administration, as well as many others. VSA Vice Presidents regularly meet with senior agency officials, advocating for our clients’ interests.

The proposed team members for Pinellas County were selected because of their experience and achievements with clients throughout the country with similar issues and objectives. While we recognize that no two communities face the same exact issues, we believe our work on behalf of these clients makes us well suited to find solutions to the challenges facing Pinellas County.

Greg Burns, the team leader and primary contact for Pinellas County, is a Vice President at Van Scoyoc Associates with an extensive background in lobbying and politics, experience in a wide range of issues, an insider’s view of the legislative process, and contacts throughout Washington.

Representing local and regional government entities and non-profits is a particular interest of Mr. Burns, and it fits well with his emphasis on forging personal connections with his clients and people in government.

“I like to spend a lot of time during the initial phases of a relationship, learning about my clients and their specific challenges. I need to know a community or non-profit well before representing it,” he said.

That attention to detail pays off in many ways. “I value the personal ties with my clients that develop over time and generally become very strong,” Mr. Burns said.

Mr. Burns lobbies Congress and the Executive Branch on issues such as Federal funding, water resources, transportation, economic development, public safety, and not-for-profit issues. His clients come from states as diverse as California, Florida, Oregon, and Texas.

Mr. Burns believes that policy or programmatic victories can often have a bigger impact on a community than a simple Federal earmark. And over the last few years, as earmarks have fallen out of favor, Mr. Burns’ approach has been validated.

For example, he worked with one client to secure a two-year extension of the Preferred Risk Policy (PRP) rate for residents who must purchase new Federal flood insurance. With more than 8,000 new residences in the flood plain and PRP rates at least \$1,000 lower than regular flood insurance rates, the community



may save nearly \$16 million in collective flood insurance premiums over two years. As another client said, their “successes with the Federal Government can be directly attributable to the efforts of Mr. Burns.”

In the House of Representatives, Mr. Burns served on the legislative staff of former Rep. Darlene Hooley of Oregon, where he was responsible for telecommunications, health care, campaign finance reform, judiciary, and science. He also worked in the fields of financial services, transportation, foreign affairs, defense, and the environment during his time on the Hill.

Outside of Congress, Mr. Burns implemented and executed a lobbying agenda for the U.S. Public Interest Research Group in Washington, D.C. Before joining Van Scoyoc Associates, Mr. Burns was a lobbyist with Marlowe & Company, also in Washington, helping that company grow substantially.

Mr. Burns graduated from the University of Virginia with a Bachelor of Arts in Government and English, where he mixed his interest in campaign finance reform with a love of literature.

Steve Palmer serves as a Vice President at VSA, having joined the firm in 1998 after nearly 20 years on Capitol Hill and as the lead lobbyist at the U.S. DOT. For nearly twelve years at VSA, Mr. Palmer has developed a practice that includes transportation, homeland security, and economic development issues, including for a wide range of government entities, including cities, counties, and airport and transit authorities.



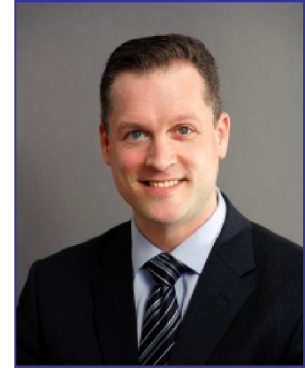
In 1993, Mr. Palmer was nominated by President Bill Clinton and confirmed by the Senate to serve as DOT’s Assistant Secretary for Governmental Affairs, the key legislative strategist and lobbyist for the Secretary of Transportation and all of DOT. Working on a bipartisan basis with the Congress for more than five years, he helped secure passage of the Transportation Equity Act for the 21st Century, several FAA authorization and reform bills, as well as the annual DOT Appropriations bill. Mr. Palmer left DOT in 1998 as the longest serving Assistant Secretary for Governmental Affairs in history. In addition to his legislative accomplishments, he expanded outreach to local officials and organized constituency and grassroots support. He also coordinated discretionary grant activities for the Secretary.

Before his appointment to DOT, Mr. Palmer served more than 10 years on the Senate Committee on Commerce, Science, and Transportation, including seven years as staff director of the Aviation Subcommittee and later the Science, Technology, and Space Subcommittee. Mr. Palmer began his Congressional career on the Senate Budget Committee, after having completed an appointment as a Presidential Management Fellow at DOT.

Mr. Palmer received his Bachelor of Arts in political science from Kalamazoo College in Kalamazoo, Michigan. He earned a Masters of Public Affairs from the Lyndon B. Johnson School of Public Affairs at the University of Texas at Austin.

Nate Potter serves as Manager, Government Relations, for Van Scoyoc Associates, where he assists clients on such issues as appropriations funding, public infrastructure, transportation, public transit, energy, defense, and water resources.

Mr. Potter has more than a decade of bi-partisan experience in public policy, both at the national and local levels. Before joining VSA, Nate represented a number of local governments, water districts, public utilities, and transportation entities for five years for the Washington, D.C., lobbying firm of Gordon Thomas Honeywell – Government Affairs.



Mr. Potter's history in our nation's capital began in 1989 when he served as a page in the House of Representatives for former Congressman Al Swift from the state of Washington. Born and raised in the Seattle area, Mr. Potter received his undergraduate degree from the University of Washington. He went on to earn a master's degree in public administration from the Daniel J. Evans' School of Public Affairs at the University of Washington, with a focus on transportation, urban planning, and housing.

After working on Rep. Jay Inslee's successful 1998 campaign, Mr. Potter returned to Washington, D.C., to work as a Legislative Aide for both Rep. Inslee and Sen. Patty Murray, both Washington State Democrats. However, Mr. Potter has also proven his ability to work effectively across party lines. For example, he served as an aide to a conservative member of the San Diego County Board of Supervisors after graduate school handling such diverse issues as Indian affairs and community revitalization.

H. Stewart "Stu" Van Scoyoc is the President and Chief Executive Officer of the Van Scoyoc Companies. He has built his companies into Washington's foremost lobbying and consulting organization. The firm typically ranks third in lobbying revenue among Washington companies.

Along the way, Mr. Van Scoyoc and his companies earned a reputation for care, results, and ethical behavior. Only a few years after the firm opened its doors, The National Journal noticed that "colleagues consider Van Scoyoc a brainy Washington insider who sweats the details."



Mr. Van Scoyoc is regularly interviewed by leading publications for his insights into politics, Congressional activities, and lobbying. Journalists have come to value his candor and ability to communicate complex ideas simply.

Mr. Van Scoyoc's business formula is built on "hiring smart, entrepreneurial people with plenty of energy, and then getting out of their way," he said. His staff's professional development tends to parallel his own evolution, starting with mastery of one technical field, and then expanding from there.

Mr. Van Scoyoc earned a Bachelor of Science in Chemical Engineering from Lehigh University in 1969, where he also received the Alpha Phi Omega Award for Leadership and Outstanding Service to the University. For several years, he worked as an engineer for the DuPont Company, while earning a law degree at night from the University of Maryland.

Mr. Van Scoyoc came to Washington and joined DuPont's government affairs office handling legislative and regulatory issues. He then spent eight years as Vice President at Charls Walker Associates, a well-known lobbying company, where he focused on tax, energy, insurance, and environment. Striking out on his own, he became a founder of the Winburn, Van Scoyoc & Hooper government relations firm.

In 1990, Mr. Van Scoyoc created Van Scoyoc Associates Inc., with a focus on Congressional appropriations and taxation. That company quickly developed more than 20 practice areas, ranging from agriculture, biotechnology, defense and foreign affairs, and education, to financial services, energy, homeland security, transportation, and telecommunications.

Client References

Van Scoyoc Associates currently represents more than 250 clients, including roughly 50 government entity clients. Listed below are several representative references of current government entity clients represented by Greg Burns. Following that is a list of all of our current government entities. A more complete list of our clients can be found at: WWW.VSADC.COM/CLIENTS.

St. Lucie County

Faye Outlaw, County Administrator
(772) 462-1592

outlawf@co.st-lucie.fl.us

- “I want to again thank you for coordinating the meeting [with the U.S. Army Corps of Engineers and Congressman Patrick Murphy]. It is incredible to see the vast degree of progress that was made. The cooperation from the Army Corps is great to see and to be able to move things along in an expedited fashion is unprecedented. We really appreciate your efforts.” – Faye W. Outlaw, MPA, County Administrator, St. Lucie County, Fla.
- “There were some very difficult questions asked in those meetings [when I was in Washington]. What I was thoroughly impressed with is the fact that Greg [Burns] did not shy away from it; Greg got into it. He fought for those dollars right there, in the office. That is what I am talking about as far as confidence. To have seen that, we had someone up there who was fighting for us. That’s what I know we have with Greg because I’ve seen it firsthand.” – Commissioner Chris Craft, St. Lucie County, Fla.

Charlotte County, Florida

Jason Stoltzfus, Administration Program Liaison
(941) 743-1582

Jason.Stoltzfus@charlottefl.com

- “Once again, I think this [comment letter] looks great. Our previous lobbyist would send us drafts like this and I would spend a couple of hours correcting/enhancing it, so I am very appreciative.” – Jason Stoltzfus, Program Liaison, Administration, Charlotte County, Fla.

Galveston Island Park Board of Trustees, Texas

Kelly de Schaun, Executive Director
(409) 797-5141

kdeschaun@galvestonparkboard.org

- “Big kudos to you. We met today with the new Colonel from the [Galveston District of the] U.S. Army Corps [of Engineers]. He told us we were the only project to have gotten approval for funding and asked what are secret was. I told him we have a secret weapon in DC.” – Kelly de Schaun, Executive Director, Galveston Island Park Board of Trustees, Texas

City of Clearwater, Florida

Rosemarie Call, City Clerk
(727) 562-4092

Rosemarie.Call@myClearwater.com

- “Saying they wanted the strongest team they could get lobbying for Clearwater in Washington, City Council members decided to ditch the lobbying firm the city has used since 1998 and voted to hire a more expensive firm [Van Scoyoc Associates].” – from a Jan. 18, 2013 Tampa Bay Times article written by Diane Steinle

Current Government Entity Clients

- Alabama State Port Authority
- Alameda-Contra Costa Transit District, California
- Baldwin County Commission, Alabama
- Borough of Spring Lake, New Jersey
- Captiva Erosion Prevention District, Florida
- Charlotte County, Florida
- City of Akron, Ohio
- City of Baltimore, Maryland
- City of Beaverton, Oregon
- City of Calera, Alabama
- City of Clearwater, Florida
- City of Coconut Creek, Florida
- City of Dana Point, California
- City of Elk Grove, California
- City of Gadsden, Alabama
- City of Galt, California
- City of Gulf Shores, Alabama
- City of Iola, Kansas
- City of Irvine, California
- City of Long Beach, California
- City of Manteca, California
- City of Newport Beach, California
- City of Norwalk, California
- City of Orange Beach, Alabama
- City of Palo Alto, California
- City of Pismo Beach, California
- City of Portsmouth, Virginia
- City of Rancho Cucamonga, California
- City of Rocklin, California
- City of Santa Maria, California
- City of Stockton, California
- City of Thousand Oaks, California
- City of Visalia, California
- City of Westminster, California
- Clark County Public Transportation, Washington
- Clean Water Services, Oregon
- Dallas Area Rapid Transit, Texas
- Del Norte County, California
- Eastern Municipal Water District, California
- El Paso County, Texas
- Galveston County, Texas
- Galveston Park Board of Trustees, Texas
- Hillsborough County Aviation Authority, Florida
- Lee County, Florida
- Martin County, Florida
- Mission Springs Water District, California
- Mobile County, Alabama
- Montgomery Area Chamber of Commerce, Alabama
- Montgomery County, Maryland
- Rural County Representatives of California
- San Bernardino Associated Governments, California
- San Diego County, California
- San Joaquin Area Flood Control Agency, California
- Santa Clara Valley Transportation Authority, California
- Sonoma-Marin Area Rail Transit District, California
- Suburban Mobility Authority for Regional Transportation, Michigan
- St. Clair County, Alabama
- St. Lucie County, Florida
- Washington County, Oregon
- Washington Metropolitan Area Transit Authority
- Wayne County Airport Authority, Michigan

Van Scoyoc Associates Experience

Through our representation of a variety of public entities throughout the country and in Florida, VSA represents more than 30 million Americans in nearly every state in the country. Our clients have an array of needs and concerns, are geographically and politically diverse, and run the spectrum from some of the largest local governments to some of the smallest. VSA's approach to Congressional and Federal agency liaison on behalf of these entities has been tested and proven.

Many of our public entity clients have been with the firm for a decade or more, but others, including several government entities, switched to VSA after using other advocacy firms for many years. These clients wanted a fresh approach to their Washington representation, particularly as times have changed and earmarks are no longer available, at least in the short term. They have chosen VSA due to our breadth and depth of knowledge and experience, as well as the results we continue to deliver for our clients, as outlined below. Some of these more recently signed clients include:

- Charlotte County, Fla.; population nearly 160,000
- City of Clearwater, Fla.; population nearly 110,000
- City of Coconut Creek, Fla.; population more than 50,000
- City of Irvine, Calif.; population 215,000
- City of Long Beach, Calif.; population more than 450,000
- City of Visalia, Calif.; population 125,000
- San Diego County, Calif.; population more than 3 million
- El Paso County, Texas; population 800,000

Over the next several pages, we have listed a small sample of our accomplishments below organized by issue areas that either affect Pinellas County now or may in the future. In each section, you will find specific examples of our successes with clients similar to the County. All of the accomplishments below have been performed by the principals that make up the VSA-Pinellas County team.

Flood Insurance

The challenges with the implementation of the Biggert Waters Flood Insurance Reform Act of 2012 (BW12) are well known, as is the ongoing Congressional response, which has primarily sought to delay at least some of the rate increases scheduled due to the law.

Florida, including Pinellas County with more than 142,000 NFIP policies, of which more than 50,000 are impacted by Section 205 of BW12, is clearly the most significantly impacted. We continue to work with our clients on a daily basis to delay to the implementation of the law. However, even if a delay in the implementation of parts of BW12 is possible (which remains debatable), Congress must also think creatively about what can be done to improve the National Flood Insurance Program (NFIP) so that:

- those at risk of flooding purchase and maintain insurance coverage
 - the financial integrity of the NFIP continues to be restored
 - the flood resiliency of our country is improved
 - all while not forcing property owners from their homes
- 1) All flood insurance rates, subsidized or not, should be **increased by a maximum of 10 percent per year** until actuarial rates are reached. For particular policies, it may take longer than 10 years for an actuarial rate to be reached, depending on the total increase expected.

- 2) **Flood insurance should be tied to the property**, not the owner, thereby removing provisions for immediate substantial increases due to a property sale, improvements, or other trigger as outlined in BW12. Similarly, FEMA should offer **multi-year NFIP contracts** tied to the property. This could help make mitigation more attractive and prevent property owners from dropping coverage after a few years.
- 3) Unfortunately, the simple fact is that **many property owners in flood-prone areas fail to purchase flood insurance**. A 2006 Rand Corporation study estimated that about 49 percent of properties in Special Flood Hazard Areas (SFHA) purchased NFIP flood insurance and 1 percent of properties outside SFHAs purchased insurance. Using New Jersey as an example, the Wharton Risk Management and Decision Processes Center at the University of Pennsylvania has estimated¹ that:
- a. the average take-up rate for flood insurance across the state was only 6 percent prior to Hurricane Sandy
 - b. for census tracts that experienced at least some storm surge from Sandy throughout the state, the average take-up rate was nearly 15 percent
 - c. for tracts on the ocean, the average take-up rate was 75 percent

With NFIP premiums becoming unaffordable for many, property owners are more likely in the future to choose to self-insure instead of purchasing insurance, thereby further destabilizing the program. Despite the existence of the mandatory flood insurance purchase requirement, take-up rates for flood insurance are low and the Federal government's exposure to uninsured property losses from flooding remains substantial.

- Congress must creatively work to ensure that all those in danger purchase insurance. This increase in participation should help drive down the cost of insurance for all.
- 4) The Government Accountability Office found that payments to Write Your Own (WYO) insurance companies for operating costs ranged from more than a third to almost two-thirds of the total premiums paid by policyholders to the NFIP for fiscal years 2004 to 2006.² The **percentage of premiums paid to insurance companies while they carry no risk is too high**. Costs to consumers could be significantly lowered if insurance company profits were reasonably reined in, all while still creating a more solvent NFIP. Congress must ensure that:
- a. FEMA's approach to establishing a schedule of operating costs is based on a reasonable, updated estimate of *actual* expenses
 - b. Biennial financial statement audits of WYO insurance companies are conducted by independent CPA firms as required by FEMA regulation, and that FEMA reviews the audits to ensure that payments made are proper and in accordance with NFIP requirements

Biggert-Waters helps move FEMA in this direction. However, FEMA states that they cannot take action that completely addresses these recommendations until the WYOs reliably report actual flood-related financial information and that it might take several years before all companies consistently report such information.

- Congress must work with FEMA and the insurance industry to speed up this process and bring much-needed relief to taxpayers who in most cases have no choice but to buy their policies from the NFIP.

¹ Kousky, Carolyn and Kunreuther, Howard; Resources for the Future and the Wharton Risk Management and Decision Processes Center: *Addressing Affordability in the National Flood Insurance Program, Issue Brief 13-02*; August 2013.

² Government Accountability Office, *National Flood Insurance Program: FEMA's Management and Oversight of Payments for Insurance Company Services Should Be Improved*; September 2007.

- 5) Flood insurance does not reduce flood losses. Yet, **mitigation** works and benefits everyone. The property owner has affordable annual payments and a safer home. The NFIP has lower exposure because of mitigation and have improved its financial soundness through pricing that is more risk based. The financial institution providing the mortgage has a more secure investment due to lower expected flood losses. And, the taxpayer benefits from a potentially reduced need for disaster aid or bailouts of the NFIP. Given that, Congress must focus additional attention and resources on risk reduction.
 - Congress should encourage property owners to undertake mitigation projects, including elevation, on their own by refunding premiums after projects are completed to reduce flood losses. Loan or small grant programs should be established to provide funding for low- and moderate-income families in lieu of premium refunds. This should also include credit for incremental mitigation as a cost-effective measure.
- 6) Sufficient attention has not been paid to the consequences of the **affordability** of flood insurance. Substantially higher flood insurance costs could discourage the purchase of NFIP flood insurance, thereby weakening the program. With the real estate market frozen and prices for homes in flood plains dropping, more buyers are reportedly offering all cash and are thereby avoiding mandatory purchase requirements. Yet, they may not be well off enough to fully self-insure.
 - Congress should create a temporary, means-tested voucher program for low- and moderate-income households such as that described in the recent University of Pennsylvania report entitled, “Addressing Affordability in the National Flood Insurance Program.”
- 7) Congress should create a **Flood Insurance Advocate** within FEMA to educate and assist property owners with flood map appeals and the verification of the accuracy of rate quotes, similar to that which is proposed by H.R. 3370 and S. 1610, the Homeowner Flood Insurance Affordability Act of 2013.

As an example of our success with regard to flood insurance, we highlight the following effort on behalf of the City of Visalia, California:

Since we were hired by the City in 2009, the Council has sought to offer residents more options when they are forced to purchase flood insurance to satisfy the requirements of the NFIP. Working closely with Representative Devin Nunes (R-CA) and his staff, we identified the gap between what the City's residents pay for coverage and what the NFIP has actually paid back to the community in claims. The disparity created an obvious point: private flood insurance should be attractive for insurance companies in the region as they should still make money by selling residents less expensive flood policies that carry relatively little risk.

We worked with Congressman Nunes' staff to first draft language to help ensure private flood insurance availability for people throughout the country. We then worked to ensure the language was included in the Manager's amendment which was approved and added to the legislation during the Committee markup. We worked to ensure the language was maintained during floor consideration and was not objected to by the Administration

In the Senate we worked with the then-Ranking Member Richard Shelby and others, including Sen. Crapo to be champions for the provision and worked the legislative process (staff, Committee, Floor) to ensure the provision was included in their bill as well.

Rep. Nunes' language was included in the final bill signed by the President. While FEMA recently took steps to alert lenders that private insurance was acceptable (at our insistent prodding), this language will go further and ensure that lenders must accept the insurance as long as it meets the requirements of the

NFIP. The opportunity for private insurers to write policies should significantly reduce the cost of less risky flood insurance.

For your reference, Section 100239 of Biggert-Waters begins:

SEC. 100239. USE OF PRIVATE INSURANCE TO SATISFY MANDATORY PURCHASE REQUIREMENT.

(a) AMENDMENTS.—Section 102(b) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a(b)) is amended—

(1) in paragraph (1)—

(A) by striking the period at the end and inserting “; and”;

(B) by striking “lending institutions not to make” and inserting “lending institutions—“(A) not to make”; and

(C) by adding at the end the following:

“(B) to accept private flood insurance as satisfaction of the flood insurance coverage requirement under subparagraph (A) if the coverage provided by such private flood insurance meets the requirements for coverage under such subparagraph.”;

(2) in paragraph (2)—

(A) by striking “paragraph (1)” each place that term appears and inserting “paragraph (1)(A)”; and

(B) by inserting after the first sentence the following:

“Each Federal agency lender shall accept private flood insurance as satisfaction of the flood insurance coverage requirement under the preceding sentence if the flood insurance coverage provided by such private flood insurance meets the requirements for coverage under such sentence.”;

Corps of Engineers Infrastructure

The VSA-Pinellas County team has excellent experience working on Corps of Engineers projects from three different but equally important viewpoints – legislative, Federal agency, and local.

VSA’s team works closely with the Energy and Water Appropriations Subcommittees and the House Transportation and Infrastructure and the Senate Environment and Public Works Committees on a frequent basis. Our principals possess direct knowledge and experience in handling the funding and policy issues associated with Corps projects. We understand the legislative processes, planning, and budgeting behind funding decisions – an interrelationship of heightened importance because of Congress’s increasing dependence on work plans and continuing resolutions for the Corps.

Greg Burns leads the team with his intimate knowledge of Florida coastal issues, including having spent more than a decade representing Florida coastal interests. He has successfully represented many coastal clients throughout the country that have concerns with Corps of Engineers issues similar to those in Pinellas County, giving him a tremendous advantage when working in this area. Mr. Burns also works closely with the Florida Shore and Beach Preservation Association and is honored to have received the recommendation of the association’s Executive Director, Debbie Flack, on a number of occasions.

VSA also has insider experience working with the Headquarters and District Offices of the Army Corps of Engineers, as we have staff who are former career professionals within the Corps. Our team understands the processes, personalities, and policies of the Corps through all of its bureaucratic levels. The VSA team has a proven record of working successfully with a variety of Corps of Engineers Districts, including Jacksonville, the South Atlantic Division offices in Atlanta, and Headquarters in Washington.

Together, VSA's team will work closely with Pinellas County on the finer details of the Corps' and other agencies' processes to ensure appropriate funding for Corps initiatives, as well as harmonic regulatory and policy decisions. This integrated approach, both internal and external to Federal agencies, is critical to securing a positive outcome for both funding and policy issues related to water resource management for Pinellas County.

Our team has not only secured Federal funding for Corps of Engineers projects and studies, but also works directly with the Corps to solve problems with projects or studies, encourages the Corps' to take quick action on studies, and works proactively with the Corps to address potential problems. The team has dealt with the details of many Corps projects and studies, including reimbursable construction projects, feasibility studies, General Reevaluation Reports, Limited Reevaluation Reports, Design Deficiency Reports, Project Cooperation Agreements, Project Implementation Reports, Dredged Material Management Studies, and Continuing Authorities Program studies and projects.

Given that the County has three Federally nourished beaches (Long Key, Sand Key, and Treasure Island) and that the Federal authorization for Treasure Island expires in 2019, it is critical that we provide the Corps with the authority to continue nourishing the project. This is similar to the challenge faced by another client of ours, St. Lucie County and their Fort Pierce shore protection project. On their behalf, and with a number of other local communities, we successfully secured the following language in the Senate version of the Water Resources Development Act (WRDA), S. 601. The Senate and House are currently negotiating a final bill that may include this language. If so, it would provide Treasure Island and other projects facing the end of their authorizations a clear path to 15 additional years of nourishments. Clearly this is the most important issue for the County's beaches given the recent renourishments after Tropical Storm Debby. We will fight to ensure its inclusion in the final WRDA that may be released this spring.

SEC. 2030. BEACH NOURISHMENT.

Section 156 of the Water Resources Development Act of 1976 (42 U.S.C. 1962d–5f) is amended to read as follows:

“SEC. 156. BEACH NOURISHMENT.

“(a) IN GENERAL.—Subject to subsection (b)(2)(A), the Secretary of the Army, acting through the Chief of Engineers, may provide periodic beach nourishment for each water resources development project for which that nourishment has been authorized for an additional period of time, as determined by the Secretary, subject to the condition that the additional period shall not exceed the later of—

“(1) 50 years after the date on which the construction of the project is initiated; or

“(2) the date on which the last estimated periodic nourishment for the project is to be carried out, as recommended in the applicable report of the Chief of Engineers.

“(b) EXTENSION.—

“(1) IN GENERAL.—Except as provided in paragraph (3), before the date on which the 50-year period referred to in subsection (a)(1) expires, the Secretary of the Army, acting through the Chief of Engineers—

“(A) may, at the request of the non-Federal interest and subject to the availability of appropriations, carry out a review of a nourishment project carried out under subsection (a) to evaluate the feasibility of continuing Federal participation in the project for a period not to exceed 15 years; and

“(B) shall submit to Congress any recommendations of the Secretary relating to the review.

“(2) PLAN FOR REDUCING RISK TO PEOPLE AND PROPERTY.—

“(A) IN GENERAL.—The non-Federal interest shall submit to the Secretary a plan for reducing the risk to people and property during the life of the project.

“(B) INCLUSION IN REPORT TO CONGRESS.—The Secretary shall submit to Congress the plan described in subparagraph (A) with the recommendations submitted in paragraph (1)(B).

“(3) REVIEW COMMENCED WITHIN 2 YEARS OF EXPIRATION OF 50-YEAR PERIOD.—

“(A) IN GENERAL.—If the Secretary of the Army commences a review under paragraph (1) not earlier than the period beginning on the date that is 2 years before the date on which the 50-year period referred to in subsection (a)(1) expires and ending on the date on which the 50-year period expires, the project shall remain authorized after the expiration of the 50-year period until the earlier of—

“(i) 3 years after the expiration of the 50-year period; or

“(ii) the date on which a determination is made as to whether to extend Federal participation in the project in accordance with paragraph (1).

“(B) CALCULATION OF TIME PERIOD FOR EXTENSION.—Notwithstanding clauses (i) and (ii) of subparagraph (A) and after a review under subparagraph (A) is completed, if a determination is made to extend Federal participation in the project in accordance with paragraph (1) for a period not to exceed 15 years, that period shall begin on the date on which the determination is made.”.

Following are a list of Greg Burns’ beach nourishment Federal funding accomplishments. Over the past decade, Mr. Burns has secured more than \$85 million in Federal funding for Federal shore protection projects.

Fiscal Year 2013 Work Plan, General Investigations:

- Galveston Island Park Board, Planning Assistance to States \$100,000

Fiscal Year 2013 Work Plan, Construction General:

- Fort Pierce Beach, Fla. \$793,000
- Lee County, Fla. (reimbursement) \$1,250,000
- Martin County, Fla. \$8,100,000
- Fort Pierce Beach, Fla. \$6,400,000
- Lee County, Fla. \$7,200,000

Fiscal Year 2013 Work Plan, Operations and Maintenance:

- Fort Myers Beach Entrance Channel, Fla. \$550,000
- St. Lucie Inlet, Fla. \$6,465,600

Fiscal Year 2012 Work Plan, Construction General:

- Fort Pierce Beach, Fla. \$793,000

Fiscal Year 2012 Work Plan, General Investigations:

- Sabine Pass to Galveston Bay, Texas \$191,000

Fiscal Year 2011 Work Plan, Construction General:

- Martin County, Fla. \$6,000,000
- Lee County, Fla. \$12,000
- Fort Pierce Beach, Fla. \$6,100,000
- Santa Maria River Levee, Calif. \$47,210,000

Fiscal Year 2011 Work Plan, General Investigations:

- Sabine Pass to Galveston Bay, Texas \$50,000

Fiscal Year 2011 Work Plan, Operations and Maintenance:

- Crescent City Harbor, Calif. \$5,735,000

Fiscal Year 2010, General Investigations:

- St. Lucie County, Fla. \$448,000
- Sabine Pass to Galveston Bay, Texas \$170,000

Fiscal Year 2010, Construction General:

- Lee County, Fla. \$645,000
- Martin County, Fla. \$331,000

Fiscal Year 2009, General Investigations:

- St. Lucie County, Fla. \$335,000

- Sabine Pass to Galveston Bay, Texas
\$382,000

Fiscal Year 2009, Construction General:

- Lee County, Fla. \$191,000
- St. Lucie Inlet, Fla. (with downdrift placement of dredged material)
\$3,732,000
- Pismo Beach, Calif. named as a Section 103 CAP project
- Cambria Community Services District, CA desalination plant \$2,530,000

Fiscal Year 2008, General Investigations:

- Carpinteria shoreline, Calif.
\$135,000
- San Clemente shoreline, Calif.
\$236,000
- Solana-Encinitas shoreline, Calif.
\$168,000
- Flagler County, Fla. \$215,000
- St. Johns County, Fla. \$98,000
- Walton County, Fla. \$161,000
- Sabine Pass to Galveston Bay, Texas
\$98,000

Fiscal Year 2008, Construction General:

- Lee County, Fla. \$936,000
- St. Johns County, Fla. \$181,000
- Pismo Beach, Calif. named as a Section 103 CAP project

Fiscal Year 2008, Operations and Maintenance:

- Sabine Neches Waterway, Texas
\$28,025,000

Fiscal Year 2007 Appropriations bills did not include Congressionally directed projects for the Corps of Engineers or any other Federal agency.

Fiscal Year 2006, General Investigations:

- Carpinteria shoreline, Calif.
\$100,000
- San Clemente shoreline, Calif.
\$288,000
- Solana-Encinitas shoreline, Calif.
\$375,000
- Lido Key, City of Sarasota, Fla.
\$125,000
- St. Johns County, Fla. \$100,000
- St. Lucie County, Fla. \$100,000

- Walton County, Fla. \$350,000
- Sabine Pass to Galveston Bay, Texas
\$750,000

Fiscal Year 2006, Construction General:

- Fort Pierce Beach, Fla. \$150,000
- Lee County, Fla. \$750,000

Fiscal Year 2005, General Investigations:

- Carpinteria shoreline, Calif.
\$100,000
- San Clemente shoreline, Calif.
\$178,000
- Solana-Encinitas shoreline, Calif.
\$371,000
- Flagler County, Fla. \$75,000
- Lido Key, City of Sarasota, Fla.
\$125,000
- St. Johns County, Fla. \$25,000
- St. Lucie County, Fla. \$75,000
- Walton County, Fla. \$100,000
- Sabine Pass to Galveston Bay, Texas
\$325,000

Fiscal Year 2005, Construction General:

- Imperial Beach, Calif. \$150,000
- Fort Pierce Beach, Fla. \$750,000
- Lee County, Fla. \$750,000
- Martin County, Fla. \$1,250,000
- Sarasota County, City of Venice, Fla.
\$500,000
- St. Johns County, Fla. \$250,000

Fiscal Year 2004, General Investigations:

- San Clemente shoreline, Calif.
\$150,000
- Solana-Encinitas shoreline, Calif.
\$900,000
- Flagler County, Fla. \$100,000
- Lido Key, City of Sarasota, Fla.
\$200,000
- St. Johns County, Fla. \$100,000
- St. Lucie County, Fla. \$100,000
- Walton County, Fla. \$300,000
- Sabine Pass to Galveston Bay, Texas
\$450,000

Fiscal Year 2004, Construction General:

- Imperial Beach, Calif. \$300,000

- Fort Pierce Beach, Fla. \$750,000
- Lee County, Fla. \$1,000,000
- Martin County, Fla. \$300,000
- Sarasota County, City of Venice, Fla. \$1,000,000

- St. Johns County, Fla. \$100,000
- St. Lucie County, Fla. \$100,000
- Walton County, Fla. \$100,000
- Sabine Pass to Galveston Bay, Texas \$250,000

Fiscal Year 2003, General Investigations:

- San Clemente shoreline, Calif. \$350,000
- Solana-Encinitas shoreline, Calif. \$500,000
- Flagler County, Fla. \$100,000
- Lido Key, City of Sarasota, Fla. \$200,000

Fiscal Year 2003, Construction General:

- Imperial Beach, Calif. \$600,000
- Fort Pierce Beach, Fla. \$3,000,000
- Lee County, Fla. \$3,000,000
- Sarasota County, City of Venice, Fla. \$2,000,000
- St. Johns County, Fla. \$300,000

Transportation and Infrastructure

The broad array of transportation and infrastructure clients we represent means that VSA principals and associates are well-versed in the appropriations and authorizing bills, as well as Executive Branch grants and regulations that will impact Pinellas County's transportation efforts. The VSA team has extensive experience advocating to the Congress and the DOT modal agencies, including FHWA, Federal Transit Administration (FTA), Federal Railroad Administration (FRA), and FAA, on behalf of transportation agencies around the Nation. VSA has helped to secure federal funding and policies that have helped highway, transit, and airport development.

During consideration of the most recent surface transportation authorization bill, MAP-21, VSA successfully advocated on issues including higher funding levels for highways and transit; standards for highway preservation; expanding the authority for states to assume environmental clearance authority from the federal government; continuation of the Projects of National and Regional Significance program; preventing the elimination of dedicated transit funding; maintaining a broad eligibility for bus rapid transit; allowing States and local governments to receive higher federal shares when using innovative technologies; and providing dedicated deployment funding for asphalt and concrete technologies to assist States in implementing these cost-saving innovations.

VSA's Steve Palmer has assisted on a number of small and new start efforts for AC Transit in Oakland, California, helping to secure \$45 million in federal funding for the East Bay BRT Small Starts project. In addition, Mr. Palmer worked with the Los Angeles County Metropolitan Transportation Authority (LA Metro) to secure Small Starts approval for its Rapid Bus Gap Filler program and Wilshire Boulevard project. As the County further expands its SCAT transit and multi-modal transportation vision, VSA is prepared to help the agency navigate the complexities of the Small or New Starts process, one of the most rigorous federal transportation programs. VSA can assist the County in engaging with decision-makers in the Executive Branch and with your Congressional delegation to ensure fair consideration and a strong funding commitment.

The VSA team works closely with the House Transportation and Infrastructure Committee, the Senate Environment and Public Works Committee, the Commerce, Science, and Transportation Committee, and the Banking, Housing and Urban Affairs Committee on authorization and policy issues. VSA can be a powerful champion on transportation issues important to the County and can emphasize the importance of funding opportunities for transit, passenger rail, aviation, and highway development and safety programs.

A diversified approach to transportation policy is critical. Our advocacy not only includes helping our clients understand how a proposed Federal policy or regulatory proposal directly affects a specific project, but how to secure funds for that project. Examples of projects that we have advocated on include:

Client: Santa Clara Valley Transportation Authority, Calif.

Services performed/Strategies employed: VSA worked with the VTA House and Senate delegation to gain support for a local rail New Starts/Small Starts project, and helped VTA work with the Federal Transit Administration to bring the project through the rigorous review process. VSA also advocated with the Appropriations Committee in the House and Senate to fully fund the New Starts/Small Starts program.

Examples for specific results achieved: The recent execution of a \$900 million Full Funding Grant Agreement with FTA. This project will bring jobs, economic development, and new transportation options to the residents of Santa Clara County

Client: South Salt Lake City, Utah

Services performed/Strategies employed: VSA worked with the Utah Transit Authority and the cities of South Salt Lake and Salt Lake to secure funding for a new streetcar line through both communities. We worked closely with the Utah Congressional delegation to highlight the importance of the project while also strongly advocating at any opportunity with the Federal Transit Administration so it understood how the project tied into new Administration priorities such as “livability.”

Examples of specific result achieved: \$26 million in grant funding from the Tiger II grant program to construct the Sugar House Streetcar project, which will link a thriving regional commercial center and redevelopment area to the highly successful regional TRAX light rail system

Client: City of Manteca, Calif., St. Lucie County, Fla., Volusia County, Fla., Martin County, Fla.

Services performed/Strategies employed: VSA worked directly with Congress and the Census Bureau to highlight a problem with Census Bureau proposed urban area agglomerations.

Examples of specific result achieved: Successfully fought a Census Bureau urban area agglomeration effort after the 2010 Census that would have negatively affected a number of clients by resulting in a loss of the ability to use Federal transit funding for operating expenses

Client: City of Visalia, Calif.

Services performed/Strategies employed: VSA secured strong Congressional support for the City’s efforts to purchase new, more fuel efficient buses for a transit program to take people to Sequoia National Park.

Examples of specific result achieved: \$3,187,200 in grant funding for the purchase of hybrid buses and CNG trolleys from a Federal Transit Administration Clean Fuels grant

RESTORE Act

On behalf of our Gulf Coast clients in both Florida and Texas, we have maintained an active interest in the RESTORE Act since its passage by Congress in 2012. We foresee that we will have an active role to play in positioning transformative projects for funding by the Federal Council as well as supporting our clients’ efforts to get funding from their respective states. We have actively engaged with the Department of the Treasury during their rulemaking process, including setting up meetings for our clients, set up meetings with nearly all the other Federal Council members in Washington, and wrote comprehensive comment letters for our clients to respond to the two rulemaking opportunities so far due to the passage of RETORE (Federal Council and Treasury).

We will continue to monitor the resolution of the civil trial between BP and the Department of Justice, including allocation of fines via the Clean Water Act or Natural Resource Damage Assessment processes, monitor ongoing Federal implementation of the RESTORE Act to ensure continued benefit to our clients, and support efforts to secure funding.

Economic and Community Development

The proposed VSA team for Pinellas County has been successful in securing community and economic development funds for our clients, including \$300,000 for the City of San Clemente, Calif., to help construct the City's Coastal Rail Trail; \$380,000 for the City of South Salt Lake, Utah, for streetscaping along two main arterials, both increasing City beautification efforts and improving pedestrian safety; \$150,000 for the City of Santa Maria, Calif., to assist with the construction of a new City library; \$53.8 million for the construction of a new Federal courthouse in Fort Pierce, Fla., which serves as an economic catalyst for the City while also addressing the growing needs of the judicial system in South Florida, and \$1.1 million for the City of Pismo Beach, Calif., to complete the last phase of their beach front Promenade.

We work closely with the Economic Development Administration (EDA), the Department of Agriculture, the U.S. Export/Import Bank, and other Federal agencies in an effort not only to get funding, but also to create new opportunities for our clients' communities.

Client: Washington County, Ore.

Services performed/Strategies employed: VSA coordinated meetings with Department of Housing and Urban Development staff for Washington County, Ore., regarding the need to obtain additional Veteran Affairs Supportive Housing vouchers for residents and aggressively pushed the issue with the Department and the County's Congressional delegation.

Examples of specific result achieved: 25 vouchers for homeless veteran households.

Client: Lee County, Fla.

Services performed/Strategies employed: Assisted the client by setting up meetings for the client with the EDA in Atlanta and Washington, helping to draft their grant request, working closely with the agency to fine-tune the application, and securing Congressional support for the County's initiative.

Examples of specific result achieved: \$551,000 in grant funding from the Economic Development Administration to support the preliminary design, modeling, and permitting of wastewater and infrastructure improvements to serve the region's Renewable Energy and Research Diamond incubator.

Client: City of Visalia, Calif.

Services performed/Strategies employed: VSA worked with the City to fine-tune its project approach, set up a series of meetings with the Economic Development Administration to get its buy-in for the project, helped to draft the application, and finally secured Congressional support for the City's efforts.

Examples of specific result achieved: \$2 million in grant funding from the Economic Development Administration to improve a key segment of Plaza Drive, a major arterial road off State Route 198, which significantly improves access to the Visalia Industrial District

Client: City of Beaverton, Ore.

Services performed/Strategies employed: Worked closely with the Department of Housing and Urban Development (HUD) when they initiated the Sustainable Communities programs after Congress provided the programs with funding. Informed the City of Beaverton of the opportunity and put City officials in front of the appropriate HUD officials to describe their plans and goals.

Finally, helped the City fine-tune their application and successfully engaged their Congressional delegation in support of the City's effort.

Examples of specific result achieved: \$1 million from the Department of Housing and Urban Development's Sustainable Communities Grant to help develop the Beaverton Creekside District Master Plan. The plan will accelerate planning and implementation for the Creekside District project and produce a development program that integrates suitable and affordable housing with efficient transportation, green infrastructure, and local amenities.

Client: St. Lucie County, Fla.

Services performed/Strategies employed: The County has spent years and millions of dollars trying to develop the Treasure Coast Research Park. VSA introduced St. Lucie County to the relevant staff at the Economic Development Administration, helped develop the plan for the grant for the Treasure Coast Research Park, worked closely with EDA staff on the grant application, and secured substantial Congressional support for the County's initiative. We worked with Members of Congress and various Federal agencies to create a Federal nexus for the project and identify appropriate funding avenues.

Examples of specific result achieved: \$1,009,890 in grant funding for infrastructure development at the Treasure Coast Research Park from the Economic Development Administration

Public Safety, Emergency Response, and Disaster Recovery

All local governments want to maintain public safety services during these times of deep budget cuts, if not improve them. VSA has helped our government entity clients obtain public safety funding through the Department of Justice and other Federal agencies for a number of initiatives.

These successes include \$400,000 to the City of Lompoc, Calif., for its Gang Assistance Surveillance Program, which allowed for the purchase of a mobile surveillance command vehicle and the installation of closed circuit video in specific areas of the City; \$200,000 to the City of Pismo Beach, Calif., for the installation of radio repeater towers throughout this long, mountainous community that removed dead spots faced by public safety officers throughout the City; \$100,000 to Jefferson County, Texas, for law enforcement interoperability improvements, and \$390,100 to the City of Flagler Beach, Fla., for emergency personnel technology improvements to improve the response to future hurricane events.

VSA has also successfully worked to help secure funding for Washington County's Drug Court and the Recovery Mentors program. More recently, VSA has arranged meetings for the County's leaders at the Bureau of Justice Assistance (BJA) on ways in which the County can more effectively compete for Second Chance program and other BJA grants.

We have demonstrated creative ways to secure funding for government entity crime prevention efforts by targeting education and recreation funding. These include \$500,000 to the City of South Salt Lake, Utah, to improve after-school programs targeted at those who are susceptible to the allure of gangs; \$476,000 to a California non-profit that provides free afterschool tutoring and recreation programs for at-risk students, and \$100,000 to the City of South Salt lake, Utah, to establish a new community center at a low-income, heavily minority population housing complex for job training and English as a second language classes.

VSA works closely with the Department of Justice's Community Oriented Policing Services, the Byrne Local Law Enforcement Assistance Program, the Juvenile Justice Grant program, and the Justice Assistance Grant program, all of which will help in securing discretionary grant funds to reinforce safer neighborhoods. In regards to these programs, we were successful in securing the following:

- \$125,000 to Del Norte County, California from the Department of Justice's COPS Hiring program to hire one police officer

- \$2 million for the City of Elk Grove, California from the Department of Justice's COPS Hiring program to hire eight police officers
- 900,000 to the City of Galt, California from the Department of Justice's COPS Hiring program to hire five police officers
- \$375,000 to the City of Visalia, California from the Department of Justice's COPS Hiring program to hire three police officers
- \$1.25 million to El Paso County, Texas from the Department of Justice's COPS Hiring program to hire 10 police officers

We work closely with many of the Federal Emergency Management Agency (FEMA) grant programs, including those such as the Assistance to Firefighters Grants and the Staffing for Adequate Fire and Emergency Response Grants (SAFER). VSA will provide expert guidance to Pinellas County to ensure that you are taking full advantage of Federal public safety programs that will protect your citizens.

Some of our recent FEMA grant successes include:

- \$5.7 million to the City of Santa Maria, California from two FEMA fire grant programs (SAFER and Fire Stations) to both build a new fire station and staff it with firefighters
- \$158,467 to the City of Manteca, California from FEMA's Assistance to Firefighters grant program to purchase new self-contained breathing apparatus equipment that meets current firefighting standards.
- \$199,040 to the City of Visalia, California from FEMA's Assistance to Firefighters grant program to purchase cardiac monitors for their firefighters.

Finally, our team has extensive experience working with the Federal Emergency Management Agency (FEMA) to help local governments respond to critical emergencies. VSA represents a number of coastal communities susceptible to natural (and man-made) disasters, both on the East and Gulf Coasts. For example, Greg Burns has helped St. Lucie and Martin Counties recover from Hurricanes Frances and Jeanne, Lee County as it recovered from Hurricane Charley, Galveston County, Texas, as it recovers from the devastation of Hurricane Ike, the Captiva Erosion Prevention District as it recovers from Tropical Storm Debby, and Martin, St. Lucie, Volusia counties as they recover from Sandy through the Corps of Engineers' assistance.

We actively work to support Emergency Management Performance Grant funding for local governments. We have also expedited tens of millions of dollars in disaster recovery reimbursements to local governments after significant disasters. For example, we worked to secure the reimbursement of \$7 million to a county for the repair of a major thoroughfare after a disaster by working with both the Federal Highway Administration in both Washington and the state. We also helped a client secure reimbursement of over \$5 million for the rebuilding of a civic center, during which we worked closely with FEMA in both Washington and the state.

Client: Galveston County, Texas

Services performed/Strategies employed: VSA worked closely with the office of Sen. Bill Nelson and the Texas Senate offices to ensure that they understood the vital need to extend the ability of local social service entities to access Social Services Block Grant funding provided to a number of states after several disasters in 2008. Given Sen. Nelson's role on the Senate Finance Committee, which had jurisdiction over the issue, we were able to resolve the problem and secure the extension in the Senate only days after it had passed the House. This was a huge victory that kept hundreds of millions of dollars from reverting back to the Treasury and kept it available to help recovery of the affected communities.

Examples of specific result achieved: Secured a one-year extension of Social Services Block Grant funding provided to a number of states, including Texas and Florida, to allow those jurisdictions to recover from the 2008 hurricane season

Client: St. Lucie County, Fla.

Services performed/Strategies employed: VSA applied targeted pressure and provided clear, accurate information to the right FEMA staff, including the head of the Public Assistance Division at FEMA headquarters, when St. Lucie County was getting little to no response from the state recovery office in Lake Mary regarding its need for reimbursement for a Clerk of the Courts reconstruction. That timely interaction with FEMA headquarters led to their intervention with the State office that ultimately led to the quick and positive resolution for the County.

Examples of specific result achieved: Secured approval from FEMA to reconstruct a Clerk of Courts building that was heavily damaged by storms, a project which will cost more than \$6 million

Finance and Taxation

A number of proposals have also been made that would endanger the tax-exempt status of state and local bonds. The President has proposed limiting the tax exemption for state and local bonds, a proposal which would limit the tax savings from tax-exempt bonds and increase the borrowing costs for issuers. The President's Fiscal Commission, also known as Simpson-Bowles, has proposed eliminating the tax-exempt status of all new bonds. A bipartisan tax reform plan introduced in the Senate would change the tax exemption for interest on municipal bonds to a tax credit for issuers. And the Chairman of the Senate Finance Committee has said that Congress should consider changing the tax-exempt status of municipal bonds because a considerable portion of the tax break benefits high income taxpayers.

Proposals have also been made to limit or eliminate the deduction for state and local taxes. The President has proposed capping all itemized deductions, thus limiting the tax savings from the deduction for state and local taxes. Other tax reform plans, including the Simpson-Bowles plan and the Senate bipartisan tax reform plan, would eliminate the tax deduction for state and local taxes. With local government budgets under severe financial pressure, any of these tax reform proposals could have severe consequences for local finances.

Energy, Environment, and Natural Resources

VSA will help the County tackle environmental issues in a practical and responsible fashion. VSA's services extend from regulatory intervention, to appropriations for local environmental projects, to policy reform. Among the many issues we have worked on include nutrient issues, confined animal feeding operations, watershed protection, wetlands conservation and management, coastal restoration, air pollution, pesticides, "Brownfields," the Clean Water Act, Section 404 permitting, and innovative environmental research and development. We have also assisted clients to develop and implement successful habitat conservation plans.

VSA has been active in helping communities with public utility issues, including water quality monitoring, flood control, storm water management, and improvement of wastewater treatment systems. VSA has extensive experience working closely with the Army Corps of Engineers and the Bureau of Reclamation, as well as EPA.

We have also helped organize a coalition of cities working with the National Association of Counties, National League of Cities, and the U.S. Conference of Mayors to modify pending storm water mandates for local governments. The success of this coalition effort resulted in Clean Water Act amendments and subsequent EPA regulations that established less costly requirements for municipalities whose separate storm sewer systems were slated to be treated as industrial dischargers.

Our team is well versed in the nuances of Property Assessed Clean Energy (PACE) programs and has been working to free the program from burdensome Federal Housing Finance Authority rules. We have also secured nearly \$3 million in Department of Energy competitive grant funding for a client's PACE program.

VSA also has valuable experience on water quality monitoring, flood control, storm water management, and the improvement of wastewater treatment systems. Over several years, VSA has secured more than \$50 million for the City of Santa Maria, Calif., to rehab old Corps of Engineers levees; secured \$275,000 for Lee County, Fla., for the implementation of a wastewater improvement project to provide central sewers to septic-system communities that lie in environmentally sensitive watersheds; \$300,000 to the City of South Salt Lake, Utah, for its waterline replacement project to increase capacity for fire protection and growth; \$800,000 to the Southwest Florida Water Management District, Fla., for a comprehensive regional water quality, storage, and environmental initiative, and \$500,000 to the City of San Clemente to expand the City's reclaimed water plant, which will reduce the City's reliance on surface water.

Finally, VSA works closely with the National Oceanic and Atmospheric Administration (NOAA) to create new funding opportunities. We helped Martin County, Florida secure a \$4 million grant from NOAA for restoration of oyster beds in the Indian River Lagoon by highlighting their project effectively to NOAA before the grant application date and also working to buffer any criticism of the project due to the likelihood of future freshwater releases from Lake Okeechobee that might affect the oyster beds.

Human Services

VSA has experience helping local governments with workforce development, social services, education, and other programs critical to the welfare of its citizens. VSA has helped numerous communities secure Federal funds to equip libraries, museums, and other public amenities. In addition, we have worked with the Department of Labor (DOL) to help negotiate a settlement with San Diego County and the City of San Diego on DOL funding of the joint San Diego Workforce Partnership program. VSA is prepared to use its experience and relationships to help Pinellas County work through issues such as this in Washington, D.C.

Providing affordable housing can be a critical issue for local governments and VSA has had several successes working with our local government clients. For example, VSA helped Washington County negotiate through a number of meetings with key officials at the Veterans Administration on the HUD-Veterans Affairs Supportive Housing (VASH) program for the new Veterans Administration Medical Clinic. Through these meetings and our congressional advocacy, the County was able to secure an increased number of vouchers. VSA is also currently working to advance legislation to address veteran homelessness.

In another example of working with Federal agencies, VSA helped the Chicago Public Schools (CPS) work with the Administration and officials at the Department of Education to obtain the necessary authorization to undertake an ambitious Federally funded after-school tutoring program that resulted in significant cost savings to the school system. VSA helped coordinate efforts on behalf of CPS with the Illinois Congressional delegation, the Senate Health, Education, Labor, and Pensions Committee, the House and Senate Appropriations Committees, and the House Energy and Commerce Committee to reverse proposed administrative decisions by the Centers for Medicare and Medicaid Services to discontinue schools-based Medicaid reimbursements.

VSA helped the City of Baltimore with a problem it was experiencing with the Department of Housing and Urban Development (HUD) over the use of previously appropriated funds for public housing demolition and site remediation that were unspent. HUD refused to let the City use these Hope VI grant

funds for another desperately needed revitalization effort at a site known as Hollander Ridge. VSA worked to develop and secure approval of a legislative provision that \$20 million of this grant money would be made provided to the Hollander Ridge project. We have also secured innovative uses of Section 108 loans and influenced policy on housing initiatives such as the Neighborhood Stabilization Program.

Housing and Urban Development

Working with the Department of Housing and Urban Development (HUD) can be a frustrating experience for many. The agency has taken a more aggressive regulatory stance over the past several years. However, VSA successfully works well with HUD on a number of fronts on behalf of clients. We engage frequently and closely, often with Congressional participation, to bring added weight to conversations in ways that help our clients understand the nuances of HUD proposals.

On behalf of numerous government entities, VSA has partnered with the U.S. Conference of Mayors, the National League of Cities, and the National Association of Counties to preserve the CDBG program, as well as other programs for housing and community development. We have worked with clients to secure Section 108 loans and EDI/BEDI grants, sometimes for innovative purposes. In recent years we have encouraged clients to participate in the sustainable and livable community initiatives at HUD, EPA and DOT, advising them of funding opportunities for these programs.

Representing a major City and County hard hit by the foreclosure crisis, we worked closely with HUD officials and the affected Congressional delegation on the Neighborhood Stabilization Program (NSP) to ensure maximum funding and successful implementation of NSP in the affected communities.

On behalf of another client, VSA coordinated meetings with HUD staff for Washington County, Oregon, regarding the need to obtain additional Veteran Affairs Supportive Housing vouchers for residents. We aggressively pushed the issue with the Department and the County's Congressional delegation, which led to the County receiving an additional 25 vouchers for homeless veteran households.

Several of our cities have secured funds from HUD to cleanup brownfield sites on long-abandoned urban properties, developing public parks, a marina, hotels, and condominiums. During earlier years of congressional earmarks, we helped secure EDI grants for a community center, performing arts theaters, youth centers, a children's museum, and senior centers.

Health Care

VSA is committed to supporting Pinellas County's effort to improve the delivery of health care services for any or all of its citizens. This year, through our work with a number of Oregon entities, VSA provided support and advocacy before the Congress and at the Department of Health and Human Services (HHS) for a Portland region Health Commons to advance the Medicaid Coordinated Care Organization by securing congressional support for the proposal. The resulting \$17.3 million grant from the Centers for Medicare and Medicaid Services will help fund the initial priority care innovations for the region and its partners.

VSA has extensive experience working with HHS, including with officials at the Health Resources and Services Administration, the Centers for Disease Control (CDC) and Prevention, and the Substance Abuse and Mental Health Services Agency. We will monitor the availability of all Federal health care grants, alerting the County of their release and working to build congressional support for those applications.

Recently, we helped the City of Beaverton, Oregon receive a \$1.6 million CDC Community Transformation grant to fund the Beaverton Community Health Partnership, an innovative, City-facilitated consortium of diverse health care providers specializing in medical care, behavioral and public

health, social services, and professional health education. The grant is part of an Administration effort to support public health efforts to reduce chronic diseases, promote healthier lifestyles, reduce health disparities, and control health care spending in small communities.

Another example of our success was our advocacy on behalf of San Diego County. VSA worked with the Congressional delegation to build support for the County's grant application to CDC's Communities Putting Prevention to Work, which resulted in a grant award last year of over \$19 million.

VSA has been very engaged on a wide variety of health care and nutrition programs. We have been actively monitoring the implementation of the Affordable Care Act, advocating for child nutrition legislation, and fighting to preserve the Supplemental Nutrition Assistance Program, which is now being targeted for substantial cuts in the House farm bill. VSA has also worked to advance San Diego County's "Live Well!" initiative, a ten-year program to cut preventable disease and improve quality of life. VSA has worked with County leaders to develop a strategy to raise the effort's profile in Washington and secure funding opportunities.

We also work hard for many of our clients to support critical funding for programs such as Community Services Block Grants and the Low Income Home Energy Assistance Program, both of which help support our less fortunate. Given the economic situation of many of the County's residents, it is critical that these programs be actively and aggressively supported to preserve this vital funding.

Federal Grants and Appropriations

As Congressionally directed spending is on hold for the near future, more discretionary funding is left at the agency level to be awarded. That is why securing discretionary grant funding through Federal agencies and Executive Branch departments is becoming more important than ever. VSA will help Pinellas County navigate the policy, budgetary, and legislative processes to select the appropriate grant programs and improve chances to secure grant funding. VSA will provide due diligence, including discussing funding requirements and qualifying the opportunity with the issuing agency. VSA is prepared to provide appropriate counsel and to engage in Congressional outreach such as working with Congressional offices to submit letters of support for the County's grant applications.

Along with our ability to navigate Washington effectively and achieve success on behalf of our clients, VSA has the insights and experience in the agencies to help the Pinellas County produce competitive and compelling grant applications in almost every subject area. VSA's continual contact and close working relationships with Federal agencies allow us to glean intelligence in advance of public announcements.

VSA works closely with our client's grants management staff to provide early warning of impending grant competitions where clients have natural advantages or can satisfy particular needs. We also can explore and navigate the political calculations that sometimes underlie "objective" grant competitions. VSA then provides an experienced, outside critique and close reading of grant applications to make them as successful as possible.

Specifically, we jointly develop an overarching Grant Strategy that outlines an annual plan for achieving grant success, including the following:

- 1) Pinellas County: Organize an internal Grants Team
 - a. Must include some form of "leadership" to provide direction
- 2) Pinellas County and VSA: Review prior grants made available by the Federal and state government (from list VSA provides)
- 3) VSA and Pinellas County: Prepare an annual funding strategy, outlining all those grants that will be sought in the coming year, with timelines to help prepare the Grants Team

- 4) Pinellas County and VSA: develop briefing materials/narratives for top projects/programs; VSA helps edit and refine
- 5) Pinellas County: Build any necessary state, local relationships to support efforts
- 6) VSA: Help Pinellas County build relationships with Federal agency leaders and program managers to discuss grants that will be targeted, before grant opportunities officially open
- 7) VSA and Pinellas County: Brief Congressional delegation on grant strategy goals and objectives and build support for approach, including planned letters and phone calls
- 8) Pinellas County and VSA: Finalize, edit, and submit grants as appropriate throughout the year

Scope of Work

We know Pinellas County has a sophisticated understanding of Federal advocacy. VSA will proceed in the following manner if chosen:

- Critically examine, and then improve upon, the County's past advocacy efforts.
- Explore and recommend new areas of Federal advocacy not pursued in the past.
- Broaden efforts already initiated by the County.

VSA will immediately study and assess the County's priorities and community assets, and examine which needs and assets will create momentum and fit Federal trends for the best chance of Congressional and Executive Branch success. VSA will work with County staff to evaluate how best to achieve the County's long-term goals and examine several methods for securing Federal support for County policies and projects. We will jointly develop a Federal Legislative Agenda to guide and provide the explicit support of the Board of County Commissioners for our efforts.

Below is a detailed description of the services and strategies VSA proposes. Based on our experience, we know the most effective communication and advocacy strategies are developed with honest input from all parties involved. For that reason, we work hard on being flexible to the needs and concerns of Pinellas County and look forward to developing a specific strategy as our relationship progresses that takes into account our extensive background representing local governments and the County's unique Federal advocacy needs.

Provide research and timely written and oral information to Pinellas County.

Effective communication is critical to successful advocacy. The VSA – Pinellas County team will work diligently to keep the City informed and updated regarding Federal legislation, initiatives, funding opportunities, and news through a variety of different sources. While team leader Greg Burns will always be available to the County, the team can arrange scheduled phone calls and produce written updates to ensure ongoing communication is taking place.

The VSA team will also prepare, with the assistance of County staff for technical guidance, the following forms of research and information:

- Analyses of budget requests and forecasts for policies and programs of importance to the County;
- Reports of, and testimonies from, relevant committee hearings and markups;
- Memos on pertinent Federal initiatives or topics;
- Federal agency and departmental regulations, guidelines, directives, and other instruments of administrative policy;
- Grants and other funding opportunities for proposed County projects;
- Technical reports and memoranda affecting County operations and fiscal conditions;
- Copies of proposed legislation and associated reports;
- "White papers" and materials geared toward elected officials and their staffs that justify the County's objectives in simple and straightforward language, providing Congress and the Executive Branch with the information they need to be successful on your behalf;
- Support or request letters for Congressional sponsors to use with relevant committees or Federal agencies;
- Any necessary forms for appropriations or authorizations requests, and

- A briefing book for pertinent members of Congress, House and Senate Committees, the Executive Branch agencies, and their staffs.

Monitor existing and proposed laws and regulations that affect the interests and priorities of Pinellas County.

VSA will closely monitor the progress of pertinent bills, relevant agency regulatory developments, and significant budget discussions and legislation to ensure that the County's priorities are considered by the appropriate authorities at every opportunity. Success depends upon timely input from Members of Congress and their staffs to the committees. Similarly, careful coordination must be maintained with Federal agencies that administer the programs to make sure the agency demonstrates its interest. VSA will ensure that conversations are made at the right time, that timely correspondence is sent, and that agency officials communicate with Capitol Hill.

Proactively recommend and develop legislative positions for proposed laws and regulations that affect the interests and priorities of Pinellas County.

Working with the County, and based on our knowledge of opportunities, VSA will develop a list of current or predicted legislation to either oppose or support on behalf of the County, as well as funding targets, and essential Federal programs that must be protected. Once we have worked with County staff to create a prioritized and action-oriented Federal Legislative Agenda for the remainder of 2014, VSA will create a Federal Legislative Briefing Book that can be distributed to the Board of Commissioners for approval. This book will be used as a guide for the aggressive advocacy provided on behalf of the County and will be updated as the 114th Congress begins.

In addition to the formal legislative agenda, VSA team members will be available to discuss and research pertinent legislation as it develops. We will constantly monitor the introduction and progress of proposed laws and regulations and provide analysis on the potential effects for the County. We will assist in developing the County's stance and contact the relevant members of Congress on your behalf to ensure they are aware of your position on significant legislation.

Propose and develop opportunities that will access funding at the policy making level.

With our advance planning, the current earmark moratorium did not come as a shock, nor does it create a crisis. While ideally we would like to work to secure earmarks for clients, our immediate focus will remain on relevant policy issues, Federal agency programs and relationship development, and agency grant and programmatic funding, all of which can often have a bigger effect on a community than a simple Federal earmark.

For example, Mr. Burns recently worked with the City of Visalia, Calif., to secure a two-year extension of the Preferred Risk Policy (PRP) rate for residents who have Federal flood insurance through the National Flood Insurance Program. With more than 12,000 residents in the flood plain and PRP rates almost \$1,000 lower than regular flood insurance rates, the County's residents will save nearly \$18 million in flood insurance premiums over two years. While this example may not apply to the County's circumstances, it is an example of how policy initiatives can have a positive impact on the community.

We also work to expand our clients' interactions with Federal agencies, whether through traditional competitive grant programs or other initiatives. For example, Mr. Burns also recently worked with the City of Beaverton, Ore., to engage the U.S. Export/Import Bank and the Department of Commerce to set up a seminar for export businesses in the community. In this way, the City and its local businesses may gain the assistance of these Federal agencies as individual companies look to expand their exports or

initiate exports to new markets. We also engaged the U.S. Interagency Council on the Homeless to assist the City so it can better address its challenges with youth homelessness. Finally, we worked with the Economic Development Administration to secure competitive grant funding for expanded programs at the City's Oregon Technology Business Center.

Research and identify grant funding or other opportunities for funds.

With fewer Congressional projects, or earmarks, the Federal agencies retain more money to distribute via competitive grants and competitions. This also means, though, that there is more competition for Federal grant money than ever. Along with our ability to navigate Washington effectively and achieve success on behalf of our clients, VSA has the insights and experience in the agencies to help Pinellas County produce competitive and compelling grant applications in almost every subject area.

VSA's continual contact and close working relationships with Federal agencies allow us to glean intelligence in advance of public announcements. We work closely with our client's grants management staff to provide early warning of impending grant competitions where clients have natural advantages or can satisfy particular needs. We also can explore and navigate the political calculations that sometimes underlie "objective" grant competitions. VSA then provides an experienced, outside critique and close reading of grant applications to make them as successful as possible.

Arrange meetings for County elected officials and personnel with Congressional members and staff. Provide logistical support and attend those meetings when necessary.

Pinellas County must meet with the right members of Congress and it must deliver the right message. The proposed VSA – Pinellas County team has an excellent working relationship with the Florida Congressional delegation. Given the change to the County's delegation due to the upcoming election, we will have to either develop new relationships or strengthen old ones. We are adept at creating positive relationships with new members of Congress. Our ability to effectively engage the County's new representative, whomever it is, will not be altered based on their new members' politics or ideologies.

A member of the VSA team will accompany the County during all meetings with Congress, staff, and agency officials to provide background information and assist as needed. We will work with County staff in advance to ensure that those attending the meeting are knowledgeable on the topics being discussed and equipped with documents to supplement the conversation. We understand that financial limitations restrict County staff members and elected officials from traveling to Washington as often as may be desired. In recognition of that, we will work to make sure that all trips are structured to most effectively take advantage of your time here.

For the same reason, we will continue to engage in regular meetings with Congressional leadership and staff on behalf of the County in your absence. VSA will stay in continuous contact with these officials by phone and email. VSA will advance already existing political relationships and establish new ones. We will assist in correspondence between your Congressional delegation and other relevant members of Congress to ensure your viewpoint and suggestions are heard regarding legislation that affects the interests of the County. VSA will focus its collective efforts intensely on the Congressional leaders that will best enable us to accomplish your goals.

Attend Board of County Commission and other meetings as requested by the County to report on activities.

VSA begins all client relationships with a site visit to assess your strengths, assets, needs, and long-term vision, with the goals of creating a Federal strategy to ensure success during the Congressional sessions,

advance existing projects, and advocate the community's long-term vision within both the Congress and the Executive Branch.

Throughout the year, VSA will maintain a visible presence with the County, as we are committed to traveling to Pinellas County on a regular basis to brief officials on events in Washington affecting the County's Federal agenda.

Legislative Tracking & Communication

We ensure that the Vice Presidents in charge of a client relationship possess the skills and experience to match the needs of the client, actively supported by others within the firm. This approach will give Pinellas County a complete understanding of the work we do on your behalf. It is also important to note, however, that the resources of all 65 VSA principals and legislative staff may be drawn upon at any time. VSA truly fosters a collaborative atmosphere, and several VSA principals have backgrounds that give the County a broad base of experience from which to draw.

Based on our experience, we anticipate we will spend a significant percentage of time communicating with the County in order to provide updates and respond to questions, while communicating the County's agenda to key Federal officials. VSA will organize scheduled calls with the County in order to ensure that we have a coordinated and active Federal strategy. We also will produce comprehensive status reports and summaries of our work on a regular basis.

In addition, VSA can provide legislative tracking status reports and other materials. The tracking report can be updated continuously, showing the status of legislative and regulatory initiatives, charting their progress through the legislative process, and outlining next steps to take. The portal can be made available to individual County personnel to read and/or edit, depending on your preferences.

While many communities have similar needs and objectives, our specific approach and methodology varies by client. VSA prides itself on being able to adapt to the different methods and structure each client finds most effective. Whatever methods you choose, all the content and information we create will be for Pinellas County and will not be generic. It is our job to know what interests you and to ensure you have that information, not pass along irrelevant information.

Promote Pinellas County's position on priority issues to national and state interest groups.

VSA regularly and actively participates in meetings of Washington representatives coordinated by the National Association of Counties, U.S. Conference of Mayors, and the National League of Cities. We are active with the Florida Association of Counties and also participate in meetings of the American and Florida Shore and Beach Preservation Associations. We are prepared to play an intermediary role between the County and relevant organizations by articulating issues and viewpoints important to Pinellas County and disseminating pertinent information and initiatives back to County staff.

Price Proposal

Van Scoyoc Associates structures its relationships with our clients in a way that ensures complete and open communication. We charge a flat fee for services on a monthly retainer basis. We do not charge by the hour, so that communications are open and not hindered, and our client knows exactly what our services are going to cost.

For Pinellas County, VSA proposes Federal advocacy services for a monthly retainer of \$7,500 with the addition of reasonable costs for directly related, pre-approved long distance business travel, which VSA would offer to cap at \$5,000 over the course of a 12-month contract. This will include proactive advocacy services on flood insurance and beach nourishment issues. It will also include efforts to help proactively identify pertinent legislative issues, develop a long-term strategy, and a Federal legislative agenda. We will also monitor a wide variety of issues of importance and engage with the County as appropriate on advocacy for those items.

Payments are due monthly and generally in advance. Sums owed by the County to VSA shall accrue interest at a rate of 1.5 percent per month if unpaid after ninety (90) days. The County will understand that these payments shall not be made with Federally appropriated funds. The County will understand that VSA may be required to register for work performed on behalf of the County under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations.