

AGREEMENT FOR CONTRACTED SERVICES
Thomas L. Jackson

This Agreement for Technical Services (the "Agreement"), is by and between **Paula S. O'Neil, Ph.D., as Clerk & Comptroller of the Circuit Court and County Comptroller for Pasco County, Florida**, having a business address of 14236 Sixth Street, Dade City, FL 33523, (hereinafter "Clerk & Comptroller & Comptroller"), and **THOMAS L. JACKSON**, an individual (hereinafter the "Consultant"). The term of this agreement is to be from an **effective date of JULY 05, 2016** for a period of twelve (12) months, or as otherwise amended by mutual agreement of the Parties.

WHEREAS, the **Pasco County Clerk of the Circuit Court & County Comptroller, Paula S. O'Neil, Ph. D.** (hereinafter the "Clerk & Comptroller") has determined that she has an immediate need for experienced technical writing assistance to enhance communications relating to customer and employee services; and

WHEREAS, the Clerk & Comptroller finds that the Consultant has the training and journalistic experience perform such tasks in furtherance of the Clerk & Comptroller's services as the County's Clerk of Circuit Court & County Comptroller.

NOW, THEREFORE, in consideration of the mutual covenants set forth hereint and intending to be legally bound, the Parties hereto agree as follows:

1. SERVICES.

1.1 Services to Clerk & Comptroller. The Consultant shall provide the following ("Services") to Clerk & Comptroller:

Technical services and materials preparation as directed by and for the use of the Clerk & Comptroller, including but not limited to: training materials for members of the Office; informing the public on services and processes of the Office; communicating intergovernmental issues with units of state and local government, the courts, members of the Bar and the general public; and responding to requests for information in compliance with applicable Florida public records laws and court rules. Additional services may be added by mutual agreement of the Parties. The Services hereunder will be performed at the facilities of the Clerk & Comptroller in Dade City or New Port Richey, or at other locations as mutually agreed.

2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. The Consultant will be paid as follows:
Five-thousand and no/100 (\$5,000.00) per month

The Consultant agrees to provide an average of twenty (20) hours per week dedicated to the services herein outlined. Such services may be at non-regular hours and can be performed at off-site locations as mutually agreed by the Parties.

2.2 Reimbursable Costs. To the extent specifically pre-approved and determined to be necessary for the scope for the services hereunder by the Clerk & Comptroller, the Clerk & Comptroller will reimburse the Consultant for costs incurred in connection with such Services. Reimbursable costs may include travel costs, subcontractors, materials, computer costs, telephone, copies, delivery, etc. that are attributable to a project or Service (the "Reimbursable Costs"). Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, tools, and costs associated with travel, and shall conform with the guidelines of the Office's applicable policies. As part of any billing, the Consultant shall provide documentation of any Reimbursable Costs claimed.

2.3 Invoicing.

(a) Services invoices are to be submitted semi-monthly by the Consultant for the periods from the 1st to the 15th and 16th to the last day of each month, for payment by Clerk & Comptroller. Payment is due upon receipt and is past due thirty (30) business days from receipt of invoice. Each invoice will include:

- A description of the work completed.
- The number of hours used in the completion of that work.
- The total cost for the period.

If Clerk & Comptroller has any dispute with any portion of an invoice, Clerk & Comptroller will so notify the Consultant within ten (10) calendar days of receipt of invoice by Clerk & Comptroller. If no such notification is given, the invoice will be deemed valid. The portion of the Consultant's Invoice which is not in dispute shall be paid in accordance with the procedures set forth herein. In the event of termination of this Agreement for any reason, Clerk & Comptroller will be responsible for payment for work performed up to the termination date.

(b) A finance charge of 1.5% per month on the unpaid amount of an Invoice, or the maximum amount allowed by law, may be claimed on past due accounts. If payment of invoices is not current, the Consultant may suspend performing further work.

(c) Payments made under this Agreement may be assigned to another entity by the Consultant as desired for tax and other financial reasons. However, all Services shall be personally performed by the Consultant, unless otherwise agreed by the Clerk & Comptroller.

2.4 Taxes. Consultant understands that all withholding or other taxes arising as a result of compensation paid under or relating to the Agreement, to include but not be limited to State and Federal Income Tax and Social Security withholding, Unemployment or Workman's Compensation assessments, are the sole responsibility of the Consultant.

3. CHANGES.

Clerk & Comptroller may issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Consultant may be directed to change the direction of the work covered by the Change Order, but no change will be allowed unless Change Order is agreed to by the Consultant in writing.

4. STANDARD OF CARE.

The Consultant warrants that its services shall be performed with competency consistent with his training, abilities and any applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise.

5. LIABILITY.

5.1 Limitation. Each Party shall be solely responsible for his/her conduct (including the conduct of employees and agents as applicable) in connection with the performance of the obligations hereunder, and each Party shall hold the other harmless for any injuries or damages arising hereunder, and shall defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that as a governmental entity, the Clerk's liability in such cases shall not exceed the limitations set forth in Section §768.28, Florida Statutes, as now exists or as may be amended.

5.2 Survival. This Article shall survive the expiration or termination of this Agreement for any reason.

6. MISCELLANEOUS.

6.1 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.2 Modification and Waiver. Waiver of a breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.3 Independent Contractor. It is understood by all Parties that Consultant is an Independent contractor with respect to Clerk & Comptroller, and is not an employee. The Clerk & Comptroller will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of Consultant.

6.4 Notices. Clerk & Comptroller shall give the Consultant written notice within sixty (60) days of obtaining knowledge of the occurrence of any claim or cause of action which Clerk & Comptroller believes that it has, or may seek to assert or allege, against the Consultant, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by the Consultant with respect hereto. If Clerk & Comptroller fails to give such notice to the Consultant with regard to any such claim or cause of action and shall not have brought legal action within one-hundred-eighty (180) days for such claim or cause of action, Clerk & Comptroller shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator.

All notices or other communications hereunder shall be in writing, hand delivered or sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below, or such other address as may be specified in a written notice in accordance with this Section.

If to the Consultant:

**Thomas L. Jackson
15703 Richboro Court
Tampa, FL 33647**

If to Clerk & Comptroller:

Paula S. O'Neil, Ph. D.
Pasco County Clerk & Comptroller
14236 Sixth Street
Dade City, FL 33523

Any Party may, by notice given in accordance with this Section to the other party, designate another address or person or entity for receipt of notices hereunder.

6.5 Assignment. The Agreement is not assignable or transferable by Clerk & Comptroller. This Agreement is not assignable or transferable by the Consultant, except as provided in Section 2.3 (c) above.

6.6 Disputes. The Consultant and Clerk & Comptroller recognize that disputes arising under this Agreement are best resolved at the working level by the Parties directly involved. Both Parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating Party's organization for resolution. Failing resolution of conflicts at the organizational level, the Consultant and Clerk & Comptroller agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the Consultant and Clerk & Comptroller mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the Parties may take other appropriate action subject to the other terms of this Agreement.

6.7 Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.8 Representations; Counterparts. Each person executing this Agreement on behalf of a Party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such Party, with full right and authority to execute this Agreement and to bind such Party with respect to all of its obligations hereunder. This Agreement may be executed (by original or electronic signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.9 Residuals. Clerk & Comptroller & Comptroller shall own all property rights in any work product developed by Consultant in the performance of this Agreement. Nothing herein shall preclude Consultant from using and maintaining its proprietary interest in the ideas, know-how, methods, techniques or inventions that it brought to or developed during the course of providing the services.

6.10 Solicitation of employees. Consultant waives right to non-solicitation by Clerk & Comptroller of employee working under this agreement.

6.11 Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of Florida, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the Parties and their respective counsel and shall not be construed strictly for or against any Party. Each Party (i) agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of Florida, in Pasco County, or the United States District Court for the Middle District of Florida, (ii) hereby consents to the jurisdiction of the courts of the State of Florida and the United States District Court for Middle District of Florida, and (iii) agrees that, whenever a Party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

6.13 Entire Agreement Survival. This Agreement, including any Exhibits, states the entire Agreement between the Parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the Parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Clerk & Comptroller and the Consultant respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the Parties hereto.

6.14 Force Majeure. The Consultant shall not be responsible for delays or failures (including any delay by the Consultant to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.15 Work Schedule. Consultant shall adhere to Clerk & Comptroller's work and holiday schedules and to all Clerk & Comptroller security and operational policies and practices, as applicable, in the provision of services under this agreement.

6.16 Conduct and Confidentiality. Consultant understands that by virtue of access to information and presence in the Offices of the Clerk & Comptroller necessary to provide these services, Consultant may gain knowledge of Office matter of a restricted or confidential nature. Consultant hereby specifically agrees to become familiar with and abide by the Ethics Policy of the Office (as revised Feb., 2016), which are hereby incorporated by reference into this Agreement.

6.17 Termination. Either Party may terminate this Agreement for convenience with ten (10) days written notice of termination to Consultant.

(The balance of this page left blank intentionally.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

As to Clerk & Comptroller:

By: Paula S. O'Neil

Name: Paula S. O'Neil, Ph.D.

Title: Clerk of the Circuit Court and County Comptroller
Pasco County, Florida

Date: 7/16/2016

As to Consultant:

By: Thomas L. Jackson

Thomas L. Jackson

Date: 7/16/2016

ASSIGNMENT

The Consultant hereby requests, authorizes and directs that any and all payments made under the Agreement be payable to **Tom Jackson Communications, LLC**, (W-9 attached) at the above address.

As to Consultant:

By: Thomas L. Jackson

Thomas L. Jackson

Date: 7/16/2016