

# Holland & Knight

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August 23, 2024

Mr. Bill Beasley, County Manager  
Polk County  
330 West Church Street  
Bartow, Florida 33831-9005

Re: Contract Renewal for 2025 Federal Advocacy Services

Dear Mr. Beasley:

It has been an honor to represent Polk County in Washington, D.C. in 2024. We have prepared the attached renewal proposal for your review. Please contact me at your earliest convenience so we can discuss 2025 federal priorities and strategies.

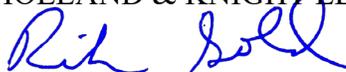
The federal appropriations process and federal competitive grant process will continue to serve as important tools for funding critical Polk County projects and programs. Well thought out projects with strong regional support will continue to compete well in the current environment. Recent successes include almost \$20,000,000 in the FY24 Federal Appropriations process for six Polk County priorities. Additionally, Polk County currently has five funded projects pending in the FY25 House Appropriations Bills.

As in the past, for purposes of this Federal Advocacy matter the services for which Polk County has engaged H&K are "law-related services" and not "legal services." In other words, the firm will not be providing legal services in this matter but rather federal lobbying services.

Working together over the years we have secured over \$80,000,000 in federal project funding and over \$300,000,000 in COVID relief for Polk County. Thank you for your consideration.

Sincerely,

HOLLAND & KNIGHT LLP



Richard M. Gold

## History of Directed Federal Funding for Polk County

### FY02 Federal Appropriations

- Winter Haven Area Transit bus and bus facilities.....\$750,000

### FY03 Federal Appropriations

- Avon Park Bombing Range Bridge replacement project.....\$2,000,000
- Winter Haven Transit Terminal.....\$500,000
- Methamphetamine Prevention.....\$325,000

### FY04 Federal Appropriations

- Polk County Health Clinics renovation project.....\$500,000
- Winter Haven Transit Terminal....\$350,000
- Upper Peace River Watershed Restoration Initiative....\$800,000

### FY05 Federal Appropriations

- Berkley Road Improvements.....\$2,000,000
- Peace River & Myakka River Water Initiative....\$500,000
- Winter Haven Transit Terminal, Florida.....\$500,000
- Methamphetamine Prevention.....\$250,000

### FY06 Federal Appropriations

- Winter Haven Transit Terminal/Buses.....\$1,000,000
- City of Winter Haven, Florida for improvements to the downtown business district.....\$250,000
- Methamphetamine Prevention.....\$300,000

### H.R. 3, "SAFETEA-LU"

- Construction design ROW US 27 from SR 540 to SR 544 & from I-4 to US 192 in Polk County, FL.....\$8,000,000

### FY07 Federal Appropriations (not enacted)

- Winter Haven Transit Authority....\$150,000
- Southwest Florida Water Management District Polk County-Lake Peace River & Myakka River Watershed & Drinking Water Improvements.....\$1,000,000
- Polk County, FL, Sheriff's Office Methamphetamine Project (listed)

### FY08 Federal Appropriations

- U.S. 98 Widening.....\$750,000
- Recreational Centers construction.....\$200,000
- Winterhaven Transit Terminal.....\$300,000
- Peace River and Myakka River Watershed Restoration.....\$500,000

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- Methamphetamine Prevention.....\$235,000

FY09 Federal Appropriations

- Polk County Transit Rolling Stock and ITS .....\$285,000
- Renovation of the Polk County Agricultural Center .....\$285,000
- Polk County Methamphetamine Prevention .....\$250,000
- SWFWMD Upper Peace River Restoration .....\$500,000

FY10 Federal Appropriations

- \$250,000 for the Polk County Methamphetamine Prevention Project
- \$250,000 for the Polk County Gang Prevention Initiative
- \$500,000 for improvements to US 98 in Polk County
- \$200,000 for Winter Haven/Polk County Buses
- \$200,000 for renovation of the Polk County Agricultural Center

FY11-FY21 (Congress did not provide Community Project Funding during this time period).

FY22 Federal Appropriations

- \$850,000 for the Polk County Behavioral Health Mobile Crisis Team

FY23 Federal Appropriations

- \$4,000,000 for the FDC Grove Road/North Ridge Trail Flyover
- \$1,000,000 Polk County, FL for behavioral health and mobile crisis services

FY24 Federal Appropriations

- \$7,500,000 Powerline Road South Extension
- \$6,000,000 FDC Grove Road / Northridge Trail Fly-over
- \$850,000 Polk County/Polk County Schools Sidewalk Improvements
- \$2,000,000 Kathleen Road Widening Extension
- \$1,921,749 Polk County Water Quality Treatment Project
- \$1,559,000 Polk County Public Safety Radio System Resiliency Project

FY25 Federal Appropriations (currently pending)

- \$3,000,000 Kathleen Road Widening Extension
- \$2,500,000 reclaimed water project
- \$500,000 fire rescue radio repeater project
- \$1,875,000 Polk County EOC Expansion Project
- \$850,000 Poinciana Pedestrian Safety Project

2009 COPS Hiring Recovery Grant

- \$5,780,128 to hire 32 new deputy sheriffs

FY11 FTA Veterans Transportation and Community Living Initiative

- \$1,542,267 for consolidation of three call centers into single one-call center with centralized website and phone number for coordinated delivery of transportation.

2012 COPS Hiring Grant

- \$1,875,000 to hire 15 new Sheriff Deputies

FY15 FEMA Staffing for Adequate Fire and Emergency Response Grants

- \$1,444,482 to hire 9 new firefighters to staff new station

Assistance to Firefighters Grants - Award Year 2015 (awarded June 3, 2016)

- Polk County Fire Rescue - Personal Protective Equipment - \$1,579,900

FY16 Edward Byrne Memorial Justice Assistance Grant Program

- \$95,450 to purchase a moving target system for firearms training

FY16 FEMA Staffing for Adequate Fire and Emergency Response Grants

- \$4,001,826 to hire 30 new firefighters

FY17 FEMA Staffing for Adequate Fire and Emergency Response Grants

- \$547,842 to purchase CPR machines in every front line vehicle

EPA Water Infrastructure Finance and Innovation Act (WIFIA) Loan

- \$305,000,000 loan to the Polk Regional Water Cooperative

FY22 USDOT Safe Streets for All Grant Program

- \$720,000 Polk County FL Vision: Safer Roads

2022 Water Resources Development Act (WRDA)

- “(319) POLK COUNTY, FLORIDA.—\$10,000,000 for wastewater infrastructure, including stormwater management, in Polk County, Florida.”

2022 U.S. DOT Safe Streets For All Grant

- \$720,000 to complete a Vision Zero Action Plan

Coronavirus Aid, Relief, and Economic Security (CARES) Act

- \$126,000,000 to Polk County – (Polk County one of only 120 counties in the country to receive direct funding)

American Rescue Plan Act (ARPA)

- \$140,800,000 to Polk County

## **PROPOSAL FOR SERVICES**

### **A. Experience**

As you know, we have extensive, substantive experience with the federal grant programs and the administration thereof, both in Washington and at the regional level. Further, we have successfully pursued federal funding for local governments in the last twenty three budget cycles, as well as related legislative changes, explanatory and strategic report language, and other instructive legislative history.

### **B. Strategy**

We continue to offer legal and practical experience of a broad range and believe we are well suited to be of significant, continued benefit to Polk County in developing comprehensive project and financing strategies to make the best use of limited resources and maximize the opportunity to obtain discretionary federal dollars. Our approach to developing and implementing an effective federal strategy for Polk County would involve the following:

1. **Goal and project background meeting(s):** Meeting with County representatives as necessary to (1) gain a thorough understanding of the County's priorities and objectives, (2) forecast compliance, growth, and other related matters, and (3) review project documents and history which may be critical to achieving ultimate success.

2. **Prepare funding strategy for County:** As soon as possible, we would prepare a funding strategy for discussion with you and with other County officials.

3. **Monitor budget and grant activities:** Monitoring and reporting on progress toward achieving funding and authorization for stated priority projects. This would require contact with designated key Congressional representatives and staff, which we will closely coordinate with you or your designee, and which may well involve interested County representatives.

4. **Draft legislation and related support:** Drafting legislation, committee report language, and floor colloquies as necessary in support of authorizing project objectives and related funding activities.

5. **Work with Federal agencies to tailor and implement funding:** We will act consistent with our plan to work with appropriate federal agencies to produce a project description that is both fundable and that can be implemented in the most cost-effective way.

**C. Firm Commitment And Responsibility**

In connection with the above and additional efforts on behalf of the County, all the resources of our firm, in Washington and other offices as appropriate, would be utilized to ensure that every possible opportunity is identified and pursued to the fullest extent in pursuit of the County's objectives. The undersigned, however, would be the point of contact throughout this project, unless otherwise agreed.

**D. Fixed Fee and Billing**

Our fixed fee for providing the described services in calendar year 2025 would be **\$114,000** for the year with a monthly payment of **\$9,500**. This fee was arrived at in consideration of the anticipated attorney and staff time needed to perform the work, the experience of the professionals involved, and the nature, complexity and gravity of the work. This level of billing represents a discount from standard billing rates, which we provide from time to time as a public service. Further, this task amount is inclusive of routine costs and expenses such as long distance telephone, photocopying, telecopying, and the like.

**E. General Provisions**

Holland & Knight acknowledges and agrees to the Polk County General Terms and Conditions attached hereto as exhibit "A".

Holland & Knight will have no obligation to provide continued services following the end of the stated period unless expressly agreed. Either party shall have the right to terminate this Agreement at any time in which event our fees shall be pro-rated through the date of termination.

If the foregoing terms are acceptable, please execute the enclosed copy of this proposal where indicated below and return for our files.

The terms of the foregoing proposal are accepted and agreed to by the undersigned authorized signatories.

**POLK COUNTY**

**HOLLAND & KNIGHT LLP**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Date: \_\_\_\_\_

Date: 8/23/2024

## ***HOLLAND & KNIGHT LLP***

### ***TERMS OF ENGAGEMENT***

We appreciate your decision to engage Holland & Knight LLP (“H&K”), a national law firm, for the consulting services described in the accompanying letter. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our engagement as described in the letter must be approved in writing.

We will provide consulting services only. You have acknowledged in the accompanying letter that you do not expect to receive, and we will not provide any legal services as part of this engagement. Consequently, no attorney-client relationship will result from this engagement and you will not become entitled to any of the benefits of an attorney-client relationship, such as an attorney’s ethical duty of confidentiality or the attorney-client privilege against compelled disclosure.

You will provide us with the factual information and materials we require to perform the services identified in the letter, and you (solely or together with other advisers) will make such business, legal or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, legal or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

*Fees and Billing.* We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occurs, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we previously have developed

and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable companies for similar consulting services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. We generally require a retainer in an amount that is appropriate with respect to the proposed engagement. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the engagement, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the consultant or consultants who perform the services. To facilitate this determination, we internally assign to each consultant an hourly rate based on these factors.

Of course, our internal hourly rates change periodically to account for increases in our cost of delivering consulting services, other economic factors, and the augmentation of a particular consultant's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual consultant's activities on a matter in a single day is three-tenths of an hour.

*Out-of-Pocket Expenses.* In addition to consulting fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the company may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include such items as travel and expedited delivery charges. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

*Billing.* We bill periodically through-out the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. Our statements contain a concise summary of each matter for which consulting services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of the statement, we impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to attorneys' fees and expenses if collection activities are necessary.

*Questions About Our Bills.* We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

*Confidentiality.* Although not mandated by attorney professional conduct regulations (given that our relationship is not of attorney and client), this is to confirm to you that H&K and its principals and employees agree to maintain in strict confidence all information and materials furnished to us in confidence by you and your representatives and to make disclosure thereof only in accordance with your directions or consent or pursuant to law, judicial order or decree.

*Termination.* Upon completion of the matter to which this engagement applies, or upon earlier termination of our relationship, our consulting relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The engagement is terminable at will by either of us. The termination of the engagement will not terminate your obligation to pay fees and expenses incurred prior to the termination.

\* \* \* \* \*

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

**Exhibit "A"**  
**Polk County General Terms and Conditions**

For purpose of these general terms, the person or entity entering into the contract with Polk County, Florida, a political subdivision of the State of Florida shall be referenced as "Contractor" and by entering into an agreement with Polk County, the Contractor agrees to these general terms.

- I. **Sovereign Immunity**. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY'S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

**II. Certification of Non-Scrutinized Company**

A. Contractor hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- (i) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- (ii) Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
  - (a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
  - (b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
  - (c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
  - (d) the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- (iii) The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

(iv) The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:

(a) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

(v) The undersigned is duly authorized to execute this Certification by and on behalf of the Contractor.

### **III. PUBLIC MEETINGS AND RECORDS.**

A. CONTRACTOR acknowledges the COUNTY's obligation under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. CONTRACTOR further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, CONTRACTOR shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without any manner limiting the generality of the foregoing, to the extent applicable, CONTRACTOR acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i).keep and maintain public records required by the COUNTY to perform the services required under this Contract;

(ii).upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii).ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if CONTRACTOR does not transfer the records to the COUNTY; and

(iv).upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required

by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: RMLO@POLK-COUNTY.NET**

**IV. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.
- C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to

verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

#### **V. Annual Appropriations**

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Commission may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Commission may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Commission's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made by the County for that purpose.

#### **VI. Non-Discrimination**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

#### **VII. Contingent Fees**

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

#### **VIII. Public Entity Crimes**

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The Contractor understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the condition under Section 287.133, Florida Statutes applies to the Contractor, relating to conviction for a public entity crime.