

Meeting Date
<b>October 21, 2014</b>



AGENDA	
Section	NEW BUSINESS
Item No.	<i>J.C.1</i>

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	STATE LEGISLATIVE LOBBYIST PROPOSALS
DEPT/OFFICE:	CENTRAL SERVICES DEPARTMENT

Requested Action:

It is requested the Board of County Commissioners accept the proposals received for state lobbyist services and select one or more firms to represent the County. Should the Board make a selection at this time, it is also requested the Board authorize the County Manager to negotiate a contract with the selected firm or firms and authorize the Chairman to execute the contract(s) upon review and approval by the County Attorney's Office and Risk Management.

Summary Explanation & Background:

The Board of County Commissioners, in regular session on August 26, 2014, granted permission to advertise a Request for Proposals (RFP) for lobbying services to represent Brevard County during State of Florida Legislative Session in Tallahassee and to represent the County's goals, priorities, and specific projects. RFP documents indicate the Board of County Commissioners will evaluate proposals received, determine an order of preference by ranking the firms deemed to be the most highly qualified to perform the requested services, and the Board may select one or more firms for interviews based upon the responses of each firm.

The RFP was advertised on September 11, 2014. The following firms submitted proposals by the designated due date and time of 3:00 p.m., October 2, 2014:

- The Advocacy Group at Cardenas Partners
- Bryant Miller Oliver / Dixie Sansom Consulting
- Buchanan Ingersoll & Rooney / Fowler White Boggs
- Capitol Alliance Group Inc.
- Pennington / Barney Bishop Consulting
- Ronald L. Book, P.A. / Spearman Management, Inc.

The Board may wish to consider the following options for evaluation and selection:

1. Rank the written proposals and select one or more firms for contract award.
2. Rank the proposals and interview one or more firms for final selection at a future Board meeting.

Fiscal Impact: Funding for lobbyist services is budgeted in Fund 0001, G/L Account 200500.

Contact: Leslie Rothering, Purchasing Services, Ext. 5-6038; email: [leslie.rothering@brevardcounty.us](mailto:leslie.rothering@brevardcounty.us)

Clerk to the Board instruction:

Exhibits Attached: Blank Ranking Sheet

Contract /Agreement (If attached): Reviewed by County Attorney    Yes     No     PR

County Manager

Assistant County Manager

Stockton Whitten

Assistant County Manager

Department Director / Extension

*Teresa Camarata*  
 Teresa Camarata, Central Services Director ext. 5-2543



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

October 22, 2014

**M E M O R A N D U M**

**TO:** Teresa Camarata, Central Services Director Attn: Leslie Rothering

**RE:** Item V.C.1., Acceptance of Proposals for State Legislative Lobbyist

The Board of County Commissioners, in regular session on October 21, 2014, ranked the written proposals received for State Lobbyist Services, and awarded the contract to Ronald L. Book, P.A./Spearman Management, Inc.; authorized the County Manager to negotiate a contract with the selected firm; authorized the Chairman to execute the contract, upon review and approval by the County Attorney's Office and Risk Management; and approved it be a fiscal year contract, effective October 1, 2014.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

cc: County Manager  
Finance  
Budget

## **AGREEMENT**

**THIS AGREEMENT** made and entered into this 21 day of October, 2014 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "Commission"), and Ronald L. Book, P.A., having a business location at 18851 N.E. 29<sup>th</sup> Ave., Ste 1010, Aventura, FL 33180, and Spearman Management, Inc., having a business location at 516 Delannoy Ave., Cocoa, FL 32922 (hereinafter collectively the "Contractors").

### WITNESSETH:

WHEREAS, the County issued a Request for Proposals soliciting proposals from qualified applicants to provide lobbying services on behalf of the County;

WHEREAS, the Contractors have submitted a joint proposal in response to the County's Request for Proposals;

WHEREAS, the Commission has resolved to enter into an Agreement with the Contractors to provide certain lobbying services to the Commission. **NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** The Contractors shall serve as a consultant and advisor to act directly or solicit others to act for the purpose of assisting with and/or representing the Commission in policy, legislative, appropriations, workforce issues, and technical matters that come before the Governor, Cabinet, Legislature, state agencies, economic development organizations, workforce development representatives, and aerospace industry representatives. The required services may include, but are not limited to, the following:

- A. Routinely be present in Tallahassee when the Legislature is in session, and attend committee meetings on matters assigned by the Commission and/or County Manager.
- B. Review pending legislation and communicate and meet with the Governor, Lt. Governor, and staff; Cabinet members and staff; Legislative Committee staff; Legislators and staff; Agency Directors and their staff members; and economic development agencies, workforce development representatives and aerospace industry representatives as necessary, on matters assigned by the Commission and/or County Manager.
- C. Provide written status reports when the Legislature is in session and other information on a regular basis to the Commission and County Manager, and provide an annual report presented to the Commission at a Board meeting; and, appear at Board meetings as necessary to address the business of the Commission.
- D. Provide information about legislative appropriations that will assist the Commission and staff in the discharge of their duties.
- E. Work on Legislative matters approved by the Commission and those items in the best interest of the County.
- F. Coordinate activities with lobbyists from business, the aerospace industry, economic development agencies, workforce development agencies, and Space Florida in support of aerospace and military economic development activities as authorized by the Commission and/or County Manager.
- G. Monitor, identify and prioritize challenges and opportunities for the County with respect to issues under consideration by the State Legislature and state

and regional agencies, especially those issues defined in the County's annual legislative request.

- H. Complete in a timely fashion all forms and reports required of lobbyists by the state and other relevant jurisdictions.
- I. The have represented they have no conflict of interest with any other party or Brevard County by executing this Agreement. Should a conflict of interest arise between the Contractors' representation of the Commission and its representation of any other party/entity after the date the Contractors execute this Agreement,, the Contractors shall notify the Commission in writing within five (5) business days identifying the other party and the conflict.
- J. The Contractors and individuals acting on behalf of the Contractors for the benefit of the Commission, agree to comply with and abide by the Rules and Regulations of the Florida Bar, including the Rules of Discipline and the Rules of Professional Conduct set forth in Chapters 3 and 4 of the above referenced Rules and Regulations. In addition, the Contractors and all employees of the Contractors agree that, during the term of this Agreement, they will not lobby the Brevard County Commission or Brevard County staff on behalf of private clients.

2. **TERM:** The term of the Agreement shall begin October 1, 2014 and continue through September 30, 2015. The Commission shall have the option to renew this agreement for an additional one-year period under the same terms and conditions by giving sixty (60) days prior written intention to Contractors.

3. **TERMINATION OF AGREEMENT**

- A. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement without cause by giving the other party written notice at least ninety (90) days prior to the effective date of termination. Both parties acknowledge that termination for convenience would occur, absent unforeseen conditions, only for financial considerations. All rights and duties of the parties shall continue during such notice period, and the Commission shall be responsible to the Contractors for obligations incurred during the notice period only if approved in advance in writing by the Commission as required.
- B. **TERMINATION FOR BREACH:** This Agreement may be terminated for cause with ten (10) days written notice by the Commission upon failure of the Contractors to perform pursuant to any of the provisions or requirements set forth herein.
- C. **TERMINATION BILLINGS:** Upon termination of this Agreement for convenience or for breach, the Contractors shall be entitled to payment for obligations incurred after the Contractors' receipt of notice of termination or date of the Contractors' date of notice of termination, whichever is applicable, only if the obligations were incurred with the written approval of the Commission. Obligations incurred prior to the notice of termination shall be paid consistent with the terms of this agreement. Final payment shall not be remitted to the Contractors until paragraph D below is fulfilled by the Contractors.
- D. **TERMINATION DELIVERABLES:** The Contractors shall be obligated to provide the Commission any deliverables, reports, etc., required and not received prior to the effective date of termination.

4. **COMPENSATION**

- A. The Contractors shall present the County Manager with a monthly invoice in the amount of \$5,000.00for the services provided for the

preceding month approved by both Contractors. Upon the County Manager's receipt of the Contractors' invoice, the County Manager or designee will certify that the Contractors have performed the described services in conformance with this Agreement, and that the Contractors are entitled to receive the specified amount. If so certified by the County Manager or designee, the Commission shall approve payment and direct payment to Ron L. Book on behalf of both Contractors pursuant to Section 218.70 et seq. Florida Statutes known as the "Florida Prompt Payment Act." The Contractors shall be responsible for appropriate division of the payment between their respective entities..

5. **INDEMNIFICATION**

- A. Except as otherwise provided, the Commission and the Contractors hereby acknowledge that they are not liable for the negligence of each other and that each will be responsible for its own negligence.
- B. Except as limited by Section 768.28, Florida Statutes, the Commission shall indemnify and hold the Contractors harmless against any demands, claims, liabilities or damages including attorney's fees and costs from any claims due solely to the actions of the Commission.
- C. The Contractors shall indemnify and hold the Commission, its agents and employees harmless against all demands, claims, liabilities, or damages including attorney's fees and costs from any claims due solely to the actions of the Contractors.

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the Commission and the Contractors and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. **INSURANCE:** The Contractors, at their own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.
- b. **Insurance Certificates:** The Contractors shall provide the Commission with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the Commission. Said Liability Policies shall provide that the Commission be an additional insured. The Commission shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the Commission and licensed and authorized under the laws of the State of Florida.

8. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

9. **GOVERNING LAW:** This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws. The Contractors shall maintain in good standing any and all registrations, certifications, etc., required by any local, state, or federal law in order to perform the services required under this Agreement.

11. **VENUE:** Venue for any legal action by any party to this agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

12. **ASSIGNMENTS:** The Contractors may assign a portion of the services to be performed; however the Contractors shall not assign any other work under of this Agreement without the written permission of the Commission.

13. **INDEPENDENT CONTRACTOR:** The Contractors shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractors or any of its agents or employees to be the agent, employee or representative of the Commission.

14. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractors shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractors in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractors for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by the Contractors or provided to the Contractors by the Commission in connection with the activities or services provided by the Contractors under the terms of this agreement, are public records and the Contractors agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

15. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractors' intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

16. **FEDERAL TAX ID NUMBER:** The Contractors shall provide to the Commission their Federal Tax ID Number or, if the Contractors is a sole proprietor, a Social Security Number.

17. **EMPLOYMENT:** The Contractors shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the Commission.

18. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

19. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

20. **NOTICE:** Notice under this agreement shall be given to the commission by certified mail or hand delivery as follows:

Stockton Whitten, County Manager,  
Brevard County Government Center,  
2725 Judge Fran Jamieson Way,  
Viera, Florida 32940

and Notice shall be given to the Contractors by certified mail or hand delivery as follows:

Ronald L. Book, P.A.,  
18851 N.E. 29<sup>th</sup> Ave.,  
Ste. 1010,  
Aventura, FL, 33180,

and

Spearman Management Inc.,  
516 Delannoy Ave.,  
Cocoa, FL 32922..

END OF PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

*Scott Ellis*  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By: *Robin Fisher*  
Robin Fisher, Chairman

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

As approved by Board on October 21, 2014

Reviewed for legal form and  
content: *Melissa L. Wilson*  
Assistant County Attorney

Contractors

By: *Ronald L. Book*  
Signature - Ronald L. Book PA

Date: *12/19/14*

*Ronald L. Book - President*  
Name & Title, Typed or Printed

*Ronald L. Book PA*  
Name of Company, Corp., etc.

*18851 NE 29 Ave #1010*  
Mailing Address

*Aventura, FL 33180*  
City, State, Zip

*305.935.1866*  
Area Code/Telephone Number

By: *Guy Spearman*  
Signature - Guy Spearman

Date: *12/22/14*

*Guy M. Spearman III President*  
Name & Title, Typed or Printed

*Spearman Management, Inc.*  
Name of Company, Corp., etc.

*516 Delannoy Ave*  
Mailing Address

*Cocoa, FL 32922*  
City, State, Zip

*321-631-2750*

Area Code/Telephone Number

SEAL

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

State Legislative Lobbyist for the County of Brevard

#P-3-15-06

INDIVIDUAL RANKING SHEET

BOARD MEMBER NAME: \_\_\_\_\_ Date: October 21, 2014

PROPOSER NAME	RANK
The Advocacy Group at Cardenas Partners	
Bryant Miller Oliver / Dixie Sansom Consulting	
Buchanan Ingersoll & Rooney / Fowler White Boggs	
Capitol Alliance Group Inc.	
Pennington in partnership Barney Bishop Consulting	
Spearman Management, Inc.	

NOTES:


V.C.1

State Legislative Lobbyist for the County of Brevard  
 P-3-15-06  
 Consolidated Ranking  
 Date: October 21, 2014

Commissioner	Lobbyist							Ronald L. Book/Guy Spearman
	The Advocacy Group	Bryant Miller Oliver/Dixie Sansom Consulting	Rooney/Fowler White Boggs	Capitol Alliance Group inc.	Pennington /Barney Bishop Consulting			
D1 Robin Fisher		2		3				1
D2 Chuck Nelson	6	2	4	5	3			1
D3 Trudie Infantini	1		2					
D4 Mary Bolin-Lewis	5	3	4	6	2			1
D5 Andy Anderson	5	2	4	6	3			1
<b>Total</b>	17	9	14	20	8			4
Local Preference Application	Category 2	Category 2	Category 2	Category 2	Category 2	Category 2	Category 2	Category 2

#1  
 FIRM

\* Ron Book | Guy Spearman #1 Ranked Firm