



AGENDA REPORT  
May 30, 2019

State Lobbyist Services

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**SUBJECT:**

State Lobbyist Services Contract with Mr. Ronald L. Book, P.A.

**FISCAL IMPACT:**

\$60,000.00 per year with an initial term of 3 years to be billed monthly at a rate of \$5,000.00 per month.

**DEPT/OFFICE:**

Central Services

**REQUESTED ACTION:**

It is requested the board approve contracting with Mr. Ronald L. Book, P.A., for an initial term of three years with two single year renewal options for an annual fee of \$60,000.00 billed to the County monthly at \$5,000.00 per month and authorize the Chair to execute the attached contract, which has been reviewed by the County Attorney's office and Risk Management and authorize the County Manager or designee to execute all contract renewals.

**SUMMARY EXPLANATION and BACKGROUND:**

On May 7, 2019 the Board of County Commissioners directed staff to contact the current State Lobbyist for Brevard County, Mr. Ronald L. Book, P.A., and attempt to negotiate a new contract with him for State Lobbyist Services.

On Thursday May 9, 2019, Steven Darling spoke with Mr. Book regarding a new contract with the County for State Lobbyist Services. Mr. Book agreed to another contract with a base term of three years with two single year renewal options, with the County at the current rate of \$60,000.00 per year, billed at \$5,000.00 per month to provide these services. Mr. Book was sent a draft Contract on Friday May 10, 2019 and a copy of that signed contract is included with this Agenda Item for review and execution.

**CLERK TO THE BOARD INSTRUCTIONS:**

Upon recording, please return a fully executed copy of the contract to Steven Darling in Purchasing Services.

**ATTACHMENTS:**

**Description**

- ▣ **State Lobbyist Contract**
- ▣ **Initial Contract Review Form Signed by County Attorney and Risk Management**



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

May 31, 2019

**MEMORANDUM**

**TO:** Leslie Rothering, Interim Central Services Director

**RE:** Item I.2., State Lobbyist Services

The Board of County Commissioners, in regular session on May 30, 2019, approved contracting with Ronald L. Book, P.A., for an initial term of three years, with two single year renewal options for an annual fee of \$60,000, billed to the County monthly at \$5,000 per month; authorized the Chair to execute the Contract, which has been reviewed by the County Attorney's Office and Risk Management; and authorized the County Manager or his designee to execute all contract renewals. Enclosed is a fully-executed contract for your records.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

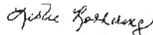
**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT REVIEW AND APPROVAL FORM**

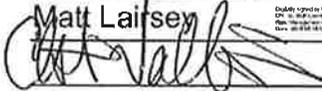
**SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b> Ronald L. Book	
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b> County Manager
<b>4. Contract Description:</b> State Lobbying Services	
<b>5. Contract Monitor:</b> Leslie Rothering/Steven Darling	<b>7. Contract Type:</b>
<b>6. Dept/Office Director:</b> Leslie Rothering	SERVICES

**SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Digitally signed by Rothering, Leslie Date: 2019.04.30 09:03:01 -04'00'
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Valliere, Christine Digitally signed by Valliere, Christine Date: 2019.04.30 09:09:01 -04'00'

**SECTION III - REVIEW AND APPROVAL TO EXECUTE**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven Digitally signed by Darling, Steven Date: 2019.05.15 08:09:20 -04'00'
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 Matt Lairsey Digitally signed by Matt Lairsey Date: 2019.05.15 08:09:20 -04'00'
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

**SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete</b> <input checked="" type="checkbox"/>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

## CONTRACT

THIS CONTRACT made and entered by and between THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County" and **Ronald L. Book, P.A.**, hereinafter referred to as "Contractor".

WHEREAS, the County has resolved to enter into a Contract with the Contractor to provide certain lobbying services to the County herein referred to as the "services" and;

WHEREAS, the Contractor desires to perform such services on behalf of the County in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the County and the Contractor:

### 1. SCOPE OF SERVICES

1. The Contractor 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 County in policy, legislative, appropriations, and technical matters that come before 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 Contract. 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. **CONTRACT TERM/EFFECTIVE DATE**

The term of the initial contract period will be three (3) years from the effective date of this Contract, with the option to renew under the same terms and conditions for two, additional one (1) year terms upon mutual agreement of both Parties. The County Manager may renew on behalf of the County providing written notice of intent to renew to the Contractor at least sixty (60) days prior to the end of any current term. The effective date of this Contract means the date on which the last of the Parties hereto executes this Contract.

3. **COMPENSATION**

- (a) For providing lobbying services pursuant to this Contract, the Contractor shall receive from the County a total sum of \$60,000.00, annually, less any reductions described in 3(b), for the initial contract period.

If the Contract is terminated prior to the end of the initial contract period, the County shall only be responsible for paying the monthly invoices submitted for services performed through the date of termination.

- (b) The Contractor shall submit a monthly invoice in the amount of \$5,000.00 for the services provided pursuant to this Contract. Upon the County's receipt of the Contractor's invoice, the County Manager or designee will certify that the Contractor has performed the described services in conformance with this Contract, and that the Contractor is entitled to receive the specified amount. If so certified by the County Manager or designee, the County shall pay the Contractor pursuant to Section 218.70. et seq. Florida Statutes, known as the "Florida Prompt Payment Act."
- (c) The Contractor will be eligible to receive an increase in annual compensation, not to exceed the lesser of the most recent annual Consumer Price Index (CPI) published by the federal government or 3%, for each renewal of this Contract following the initial term.

4. **TERMINATION**

- (a) The Contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein.
- (b) Termination for Breach: This Contract may be terminated for cause with ten (10) days written notice by the County upon failure of the Contractor to perform pursuant to any of the provisions or requirements set forth herein.
- (c) Termination Billings: Upon termination of this Contract for convenience or for breach, the Contractor shall be entitled to payment for obligations incurred after the Contractor's receipt of notice of termination or date of the Contractor's date of notice of termination, whichever is applicable, only if the obligations were incurred with the written approval of the County. Obligations incurred prior to a notice of termination shall be paid consistent with the terms of this Contract.

5. **INDEMNIFICATION**

The Contractor shall hold the County harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising

out of or resulting from the performance of the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the reasonable cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

6. **INSURANCE REQUIREMENTS**

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all services covered by Contract, the following types of insurance.

- a. Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.
- b. **Insurance Certificates:** The COMPANY 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.

7. **ENTIRETY/MODIFICATIONS**

This writing contains the entire Contract of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. Any modification must be in a written form and signed by both parties.

8. **WAIVER**

The failure of either party to this Contract to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

9. **NOTICES/AUTHORIZED REPRESENTATIVES**

- (a) Notices: All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Contract shall be delivered to the parties at the addresses provided in this section:

FOR COUNTY:

Frank Abbate, County Manager  
Brevard County Government Center  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

FOR CONTRACTOR:

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

- (b) Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

(c) Authorized Representatives: The parties agree that in order to facilitate the orderly and efficient implementation of the services contemplated by this Contract, each party shall have the authority to transmit information pertinent to the work covered by this Contract. The parties understand and agree that only the Board of County Commissioners (County) has the authority to approve any changes or modifications to this Contract. The Contractor shall assign Ronald L. Book, as the only Contractor representative responsible for all matters assigned by the County under the terms of this Contract.

10. **CONTINUED MANAGEMENT BY THE NAMED PARTIES**

Continuation of this Contract is contingent on continued management by Ronald L. Book, P.A. Noncompliance with this provision is grounds for the County to terminate this Contract for default. The County can only agree to substituted management by a written amendment signed by both parties.

11. **INDEPENDENT CONTRACTOR**

The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

12. **FEDERAL TAX ID NUMBER**

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

13. **EMPLOYMENT**

The Contractor 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 County.

14. **RIGHT TO AUDIT RECORDS**

In the performance of this Contract, the Contractor shall keep books, records, and accounts of all activities, related to this Contract, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by Contractor for a period of five (5) years after termination of the Contract.

All records, books and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

15. **PUBLIC RECORDS ACCESS**

- (a) Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required by the County to perform the services under this Contract.
- (b) This Contract may be unilaterally canceled by the County for refusal by the Contractor to either provide to the County upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- (c) If Contractor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the County. If the County does not possess the requested records, the shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under s. 119.10, F.S
  - ii. Upon request from the County's custodian of public records, Contractor shall 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. Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County .
- iv. Upon completion of the Contract, Contractor shall transfer, at no cost to County, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services under this Contract. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the County.

**(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS by telephone at (321) 633-2071, or by email at [publicrecordsrequest@Brevardfl.gov](mailto:publicrecordsrequest@Brevardfl.gov), or at the mailing address below:**

**2725 Judge Fran Jamieson Way, Viera, FL 32940**

16. **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.

17. **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 Contract.

18. **SCRUTINIZED COMPANIES**

- (a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
- (b) If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or

engaged with business operations in Cuba or Syria during the term of this Contract.

- (c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

19. **Employment Eligibility Verification (E-Verify)**

(a) The Contractor:

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
- ii. shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- iii. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR'S and subcontractors' enrollment in the E-Verify Program.

- (b) Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- (c) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment.
- (d) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

20. **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.

21. **GOVERNING LAW**

This Contract shall be governed, interpreted and construed according to the laws of the State of Florida.

22. **COMPLIANCE WITH STATUTES**

It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

23. **VENUE**

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

24. **ASSIGNMENTS**

Contractor shall not assign any portion of this Contract without the written permission of the County.

25. **SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is for any reason held invalid, unconstitutional or unenforceable, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

26. **CONSTRUCTION OF CONTRACT**

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

IN WITNESS WHEREOF, the County and Contractor have caused this Contract to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Contract below.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Kristine Isnardi, Chair

\_\_\_\_\_  
Date

As approved by the Board on: 5/30/19

Reviewed for legal form and content:

  
\_\_\_\_\_  
Christine Valliere, Assistant County  
Attorney

CONTRACTOR

  
\_\_\_\_\_  
Ronald L. Book, P.A./President

5/14/19  
\_\_\_\_\_  
Date