

CONTRACT

THIS CONTRACT made and entered by and between **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **Ronald L. Book, P.A.**, a business having its principal address at 4000 Hollywood Boulevard, Suite 677-S, Hollywood, FL 33021, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY has resolved to enter into a Contract with the Contractor to provide certain State Lobbying Services to the COUNTY herein referred to as the "services" and the CONTRACTOR has been selected to perform the professional services pursuant to Brevard County Policy, BCC-25, "Procurement," 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. RECITALS.

The above recitals are incorporated into this Contract by this reference.

2. SCOPE OF SERVICES

A. 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 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:

- 1) Routinely be present in Tallahassee when the Legislature is in session and attend committee meetings on matters assigned by the Commission, County Manager, and County Attorney.
- 2) 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, County Manager, and County Attorney.

- 3) Provide written status reports when the Legislature is in session and other information on a regular basis to the Commission, County Manager, and County Attorney and appear at Board meetings as necessary to address the business of the Commission.
 - 4) Provide information about legislative appropriations that will assist the Commission and staff in the discharge of their duties.
 - 5) Work on Legislative matters approved by the Commission and those items in the County's best interest.
- B. 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.
 - C. 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.
 - D. Complete in a timely fashion all forms and reports required of lobbyists by the state and other relevant jurisdictions.
 - E. The CONTRACTOR represents they have no conflict of interest with any other party or the COUNTY by executing this Contract. Should a conflict of interest arise between the Contractors' representation to the COUNTY and its representation of any other party/entity after the date the CONTRACTOR executes this Contract, the CONTRACTOR shall notify the COUNTY in writing within five (5) business days identifying the other party and the conflict.
 - F. The CONTRACTOR and individuals acting on behalf of the CONTRACTOR for the benefit of the COUNTY 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 CONTRACTOR and all employees of the CONTRACTOR agree that, during the term of this Contract, they will not lobby the COUNTY or COUNTY staff on behalf of private clients.

3. **CONTRACT TERM/EFFECTIVE DATE**

The term of the contract period will be from June 1, 2024 through May 31, 2025.

4. **COMPENSATION**

- A. For providing lobbying services pursuant to this Contract, the CONTRACTOR shall receive from the COUNTY a total monthly sum of \$6,000.00. 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 \$6,000.00 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."

5. **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 a 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.

6. **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.

7. **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 CONTRACTOR shall provide the COUNTY with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the COUNTY. Said Liability Policies shall provide that the COUNTY be an additional insured. The COUNTY 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 that are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

8. **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.

9. **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.

10. **NOTICES/AUTHORIZED REPRESENTATIVES**

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 the recipient acknowledges receipt. 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,
Building C, Room 301
Viera, FL 32940

FOR CONTRACTOR:

Ronald L. Book, P.A.
4000 Hollywood Boulevard, Suite 677-S
Hollywood, FL 33021

- A. 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.
- B. 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 COUNTY has the authority to approve any changes or modifications to this Contract. The CONTRACTOR shall assign **Ronald L. Book, P.A.** as the only CONTRACTOR representative responsible for all matters assigned by the COUNTY under the terms of this Contract.

11. **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.

12. **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.

13. **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.

14. **EMPLOYMENT**

The CONTRACTOR shall not engage the services of any person or persons now employed by the COUNTY, including any department, office, agency, board or commission thereof, to provide services relating to this contract without written consent from the COUNTY.

15. **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 the 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.

16. **PUBLIC RECORDS ACCESS**

- A. Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), Florida Statutes; the 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, Florida Statutes, and Section 24(a), Article I, Florida Constitution.

- C. If CONTRACTOR meets the definition of "contractor" found in Section 119.0701(1)(a), Florida Statutes [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:
- 1) Pursuant to Section 119.0701, Florida Statutes, 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, they 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 the CONTRACTOR fails to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
 - 2) Upon request from the COUNTY'S custodian of public records, the 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.
 - 3) The 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.
 - 4) Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the 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.

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 ERICA KIRLEW at (321)617-7390, or by email at purchasingservicespr@brevardfl.gov or by mail to 2725 Judge Fran Jamieson Way, Suite 303, Viera, FL 32940

17. 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 Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

18. 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 contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

19. SCRUTINIZED COMPANIES

- 1) CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR IS placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

- 2) If this Contract is for more than one million dollars, the CONTRACTOR certifies that it is 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, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, are found to have submitted a false certification; or if the CONTRACTOR, its affiliates 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 a business operation in Cuba or Syria during the term of this Contract
- 3) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- 4) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

20. **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.

21. **FOREIGN INFLUENCE ON CONTRACTS OR GRANTS.**

In order for the COUNTY to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the COUNTY, or receive a grant from the COUNTY, where said contract or grant has a value of \$100,000 or more must disclose to the COUNTY (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity, which is incorporated into this Contract.

22. **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.

23. **GOVERNING LAW**

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

24. **COMPLIANCE WITH STATUTES**

The CONTRACTOR shall be responsible for being aware of and complying with all federal, state, and local laws.

25. **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.

26. **ASSIGNMENTS**

CONTRACTOR shall not assign any portion of this Contract without the written permission of the COUNTY.

27. **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.

28. **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.

(Signature Page Follows)

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:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

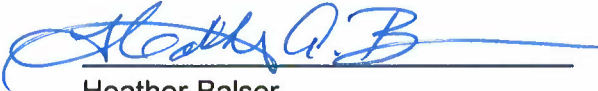
Rachel Sadoff, Clerk

Jason Steele, Chair

Date

As approved by the Board on: _____

Reviewed for legal form and content:



Heather Balser,
Assistant County Attorney

CONTRACTOR

Ronald L. Book, P.A.

Date