

**LOBBYING AND CONSULTING SERVICES AGREEMENT
BETWEEN RONALD L. BOOK, P.A.
AND THE TOWN OF LOXAHATCHEE GROVES**

This Agreement is entered into between The Town of Loxahatchee Groves, Florida (“Town”) and Ronald L. Book, P.A. and its subcontractor, Pittman Law Group (collectively “Lobbyist/Consultant”). Town agrees to retain Lobbyist/Consultant and Lobbyist/Consultant agrees to provide professional services to Town as follows:

1. **TERM.** The initial term of this Agreement is for the 2025 Legislative session, beginning on _____ and ending _____, unless earlier terminated or extended by written agreement of the parties as set forth herein.
2. **SERVICES AND COMPENSATION.** Lobbyist/Consultant shall provide governmental lobbying/consulting services to Town as set forth in Exhibit “A”. Lobbyist/Consultant’s compensation for this Agreement shall be \$75,000.00 paid in monthly installments of \$6,250.00, payable by Town beginning on _____, and continuing monthly thereafter, due on the first day of each successive month of this Agreement.
3. **NO CONFLICTS OF INTEREST.** Lobbyist/Consultant agrees to devote an appropriate amount of time and attention to the Town’s business. During the term of this Agreement, Lobbyist/Consultant shall not engage in any other business activity which does pose a conflict of interest between the other business activity and Town’s interests or Lobbyist/Consultant’s representation of the Town, regardless of whether it is pursued for gain or profit, without Town’s express written consent.
4. **WORKING FACILITIES AND COSTS.** The Lobbyist/Consultant shall provide its own office and other facilities and support services. Beyond the compensation described above, Town is not responsible for any expenses or costs incurred by Lobbyist/Consultant without Town’s advance written consent.
5. **CONFIDENTIALITY.** Lobbyist/Consultant agrees to treat any and all information, communications, or materials of Town as confidential and will not disclose or divulge the same unless otherwise directed or authorized by Town or ordered to do so by a court of competent jurisdiction.
6. **WAIVER OF BREACH.** Town’s waiver of a breach of any provision of this Agreement by Lobbyist/Consultant shall not operate or be construed as a waiver of any subsequent breach by Lobbyist/Consultant. No waiver shall be valid unless in writing and signed by an authorized officer of Town.
7. **ASSIGNMENT.** Lobbyist/Consultant acknowledges and agrees that its services are unique and personal. Accordingly, Lobbyist/Consultant may not assign its rights or delegate its duties or obligations under this Agreement.

8. **INDEPENDENT CONTRACTOR.** Lobbyist/Consultant and its employees, subcontractors and agents are independent contractors in the rendition of services under this Agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be, officers or employees of Town.
9. **ETHICAL AND LEGAL CONSIDERATIONS.** Lobbyist/Consultant agrees to comply with all applicable local, state and federal laws, rule and regulations in its services to Town under this Agreement, including but not limited to obtaining all needed registrations and permits to engage in the services to be performed pursuant to this Agreement.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by both parties.
11. **HEADINGS.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
12. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be construed as one instrument.
13. **TERMINATION AND RENEWAL.** This Agreement may be terminated, with or without cause, by the Town upon 30 days written notice to Lobbyist/Consultant. During the initial term Lobbyist/Consultant may only be able to terminate this Agreement if the Town has breached a provision. Prior to or at the expiration of the initial term, the parties may renew this Agreement for annual terms, which renewal may thereafter be terminated by either party upon providing thirty days' written notice of termination to the other party. The renewal of this Agreement must be by written amendment signed by both parties.
14. **GOVERNING LAW.** This Agreement shall be governed and interpreted pursuant to the laws of the State of Florida. The parties agree that venue under this Agreement shall be in Palm Beach County, Florida.
15. **PUBLIC ENTITY CRIMES.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Lobbyist/Consultant certifies that it, its affiliates, suppliers, sub-consultants and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. The Lobbyist/Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.
16. **PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Lobbyist/Consultant should review Palm

Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

17. **PUBLIC RECORDS.** The Lobbyist/Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under Section 119.011(2), Florida Statutes, specifically agrees to:
 - a. Keep and maintain public records required by the Town to perform the service.
 - b. Upon request from the Town's custodian of public records or designee, provide the Town 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.
 - c. 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 this Agreement and following completion of this Agreement if the Lobbyist/Consultant does not transfer the records to the Town.
 - d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Lobbyist/Consultant or keep and maintain public records required by the Town to perform the service. If the Lobbyist/Consultant transfers all public records to the Town upon completion of the Agreement, the Lobbyist/Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lobbyist/Consultant keeps and maintains public records upon completion of the Agreement, the Lobbyist/Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE LOBBYIST/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOBBYIST/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, voakes@loxahatcheegrovesfl.gov, or 155 F. Road, Loxahatchee Groves, FL 33470.

18. **NOTICES.** For the purpose of any official notices pursuant to the terms of this Agreement, notice may be provided by hand-delivery or nationally recognized overnight courier to the parties' official address as follows:

TOWN:

Town of Loxahatchee Groves
Attention: Town Manager
155 F Road
Loxahatchee Groves, Florida 33470

LOBBYIST/CONSULTANT:

Ronald L. Book, P.A.
Presidential Circle
4000 Hollywood Boulevard, Suite 677-S
Hollywood, Florida 33021

19. **FISCAL NON-FUNDING.** In the event sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the Lobbyist/Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Town. The Lobbyist/Consultant will be paid for all services rendered through the date of termination.
20. **SCRUTINIZED COMPANIES.** As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Lobbyist/Consultant certifies that it is not participating in a boycott of Israel. The Town and Lobbyist/Consultant agree that the Town will have the right to terminate this Agreement if Lobbyist/Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Lobbyist/Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.
21. **E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, Lobbyist/Consultant shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;
 - c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;
 - d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

f. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Lobbyist/Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

22. HUMAN TRAFFICKING. Lobbyist/Consultant, by signing this Agreement as set forth below, attests that the Lobbyist/Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Lobbying and Consulting Services Agreement to be executed as of the day and year set forth above.

LOBBYIST/CONSULTANT: RONALD L. BOOK, P.A.

By: _____
Ronald L. Book

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2024 by Ronald L. Book, of Ronald L. Book, P.A., a professional association, and ___ who is personally known to me or ___ who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind, Ronald L. Book, P.A. and Pittman Law Group to the same.

Notary Public _____
Print Name: _____
My commission expires: _____

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

Approved as to form and legal sufficiency:

Office of the Town Attorney

EXHIBIT “A”
Scope of Work