

Rudolph F. Crew, Ed.D, Superintendent of Schools

SUBJECT: RENEWAL OF STATE LEGISLATIVE CONSULTANT AGREEMENT

COMMITTEE: LEGISLATIVE RELATIONS, PUBLIC RELATIONS AND PERSONNEL SERVICES

Currently, The School Board of Miami-Dade County, Florida, has a contract for state legislative consulting services with Ronald L. Book and Associates (RLB&A), Inc. RLB&A was awarded the contract through the request for proposal process (RFP No. 028-CC10) at the Board's December 11, 2002, regularly scheduled School Board meeting, Board Item A-4. The contract has a provision allowing for two successive one-year renewals under the same terms and conditions or modified terms as mutually agreed to by the Board and RLB&A. The Board renewed the contract with RLB&A on December 10, 2003, Board Item A-3, exercising its right to renew pursuant to the terms of the agreement. The contract is scheduled to terminate on December 31, 2004.

Ronald L. Book and Associates has indicated a willingness to renew its contract with the Board to provide lobbying services for the second of two successive one-year terms, commencing January 1, 2005 through December 31, 2005, for a total amount of \$365,000, paid in 12 equal installments of \$30,416.67. The proposed amount is inclusive of all costs and fees, including travel and expenses and represents no increase over the preceding term. The lobbying team will consist of both District staff and outside consultants.

The principal outside consultants will include:

- Mr. Ronald L. Book and Associates, Inc.: Mr. Ronald L. Book;
- Florida School Services, Inc.: Mr. Thomas A. Cerra; and
- Tew Cardenas, L.L.P.: Mr. Al Cardenas.

A-7

The 2004 legislative session proved to be a very challenging session. Miami-Dade County Public Schools was faced with many critical issues, including the modification to the District Cost Differential. It is expected that the upcoming 2005 legislative session will be just as challenging with education, as well as other concerns, competing for limited state revenues. Therefore, the work of the legislative lobbying team will continue to be of critical importance to the interests of this District.

It is recommended that the Board exercise its option to renew the existing contract for the second of two successive one-year terms commencing January 1, 2005, and ending December 31, 2005.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, renew the existing state legislative consultant agreement with Ronald L. Book and Associates, Inc., for the second of two successive one-year terms commencing January 1, 2005 and ending December 31, 2005

STATE LEGISLATIVE CONSULTANT AGREEMENT

The **SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA** (hereinafter called "the Board") hereby enters into this State Legislative Consultant Agreement with **RONALD L. BOOK AND ASSOCIATES, INC.** (hereinafter called "the Consultant"). The parties, by their signature affixed hereto, do hereby agree to the terms, as provided herein.

A. Services Provided

The Consultant, as an independent contractor, shall designate affiliated associates, satisfactory to the Board, who shall provide State Legislative Consultant services, as follows:

- 1) Consultant and affiliated associates will meet with the Board and Superintendent, or his/her designee(s) at mutually agreed-upon times and confer with respect to state legislative issues having a bearing on the Board's fiscal and programmatic interests;
- 2) Consultant and affiliated associates will assist in the development and forwarding of the Board's state legislative program;
- 3) Consultant and affiliated associates will establish and maintain positive working relationships with the executive and legislative branches of state government to enhance necessary intergovernmental relations beneficial to the Board;
- 4) Consultant and affiliated associates will represent the Board and Superintendent in state conferences and legislative committee meetings and sessions related to state legislative and governmental issues involving public education. The Consultant and affiliated associates shall document their attendance at such meetings by e-mail communication to a designated Board address identifying pertinent issues of interest to the Board and probable or definite legislative consequences and action.
- 5) Consultant will provide comprehensive written reports on a regular basis, as directed, to the Superintendent, his/her designee and Board in connection with foregoing services.

B. Responsibilities of The Parties

- 1) The Consultant, including affiliated associates, are required to advise and assist the Superintendent and the Board, including Board staff members regarding state legislative and governmental matters as directed by the Superintendent and/or his/her designee.
- 2) The Board will provide no training for the Consultant as to methods to be used in advising or assisting the Superintendent and the Board.

- 3) The Consultant's services are being provided to assist in the normal business of the school district and are not integrated into such business except for the specific purposes described herein.
- 4) The success or failure of the Consultant shall be determined by the results of his/her services as evaluated by the Superintendent and the Board.
- 5) Any additional personnel necessary for the Consultant to fulfill his/her responsibilities shall be at the expense of the Consultant.
- 6) The responsibilities of the Consultant shall end when the services agreed to herein are completed.
- 7) The Consultant's work schedule shall be determined by him/her, except that legislative committee meetings and sessions shall be covered by the Consultant or affiliated associates upon request of the Board's designated representative. The Consultant will work under the direction of the Superintendent or his/her designee and will provide regular reports, and will participate in regular meetings, planning sessions and briefings as determined by the Superintendent or his/her designee to best accomplish the District's state legislative agenda.
- 8) The Consultant will be responsible for providing materials, equipment, office space, license and any other such requirements necessary for him/her to full his/her responsibilities under this Agreement.
- 9) Board costs incurred as a result of this Agreement shall be limited to those imposed by applicable state and federal laws and regulations relating to the hiring of independent contractors.
- 10) The parties agree to complete a good faith effort in the fulfillment of their responsibilities under this Agreement.

C. Compensation

The Board agrees to compensate the Consultant for services provided under this Agreement as follows:

A consulting fee of \$365,000 per year, which includes all related business expenses payable as follows: Payment for services will be made in monthly installments of \$30,416.67 commencing January 15, 2005 or thereabouts. Such payments shall be made payable to the Consultant at the following address:

Ronald Book and Associates
2999 N.E. 191 Street, PH #6
Aventura, Florida 33180

D. Terms of this Agreement

The term of this Agreement shall be for one year, beginning January 1, 2005 and ending December 31, 2005, unless sooner terminated, as provided herein. This agreement is the second renewal of two successive one year terms allowed under the original Board approved contract.

E. Termination of this Agreement

This Agreement will automatically end upon the completion of the services of the Consultant, as provided herein, or may be terminated annually by either party upon no less than 90 calendar days written notice.

F. Professional Independence of the Consultant

It is understood and agreed that the Consultant is not an agent, employee or representative of the Board or any of its agencies. The Consultant is, and shall remain, an independent professional with respect to all services performed under this Agreement. No partnership relationship between the Board and the Consultant is created or intended by this employee of the Board for any purpose whatsoever.

G. Indemnification and Hold Harmless

The Consultant hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgements, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the Consultant's directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the Consultant, (c) false or inaccurate representation or warranty made by or on behalf of the Consultant, and (d) any act or omission, negligence, or intentional acts of the Consultant, or any of the Consultant's directors, officers, employees, agents, subcontractors or other representatives.

H. General Insurance Requirements

- A. The Consultant shall not provide any services under this Agreement until the individual/firm has obtained all insurances required hereunder and such insurances have been approved by the Board.
- B. The Consultant shall furnish certificates of insurance to the Board for review within fifteen (15) days after the effective date of this agreement and shall maintain same at all times during the term of this agreement.

- C. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have at least an "A" rating and a financial rating not less than "VI" in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.
- D. Insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the School Board of Miami-Dade County, Florida. The School Board of Miami-Dade County, Florida and the Board's officers, officials and employees shall be named as an additional insured under the General Liability Policy.
- E. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) days prior written notice to and approval by the Board.
- F. Insurances Required
 - 1. Professional Liability

The Professional Liability Insurance provided by the Consultant shall conform to the following requirements:

- a. The Consultant's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources for liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.
- b. The insurance shall be subject to a maximum deductible not to exceed \$25,000.
- c. If on a claims-made basis, the Consultant shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.
- d. The minimum limits to be maintained by the Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim/annual aggregate.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firm's policy(ies) required under this agreement.

Upon the execution of this agreement, the Consultant shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the Consultant's insurance coverage is consistent with the terms of the agreement. The Consultant shall also provide copies of the policies to the Board. The Consultant shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The Consultant shall be in material breach of this agreement if the Consultant fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the Consultant. Additionally the Consultant shall be liable to the Board for any and all damages incurred due to the Consultant's failure to perform the agreement terms.

I. Severability

The validity, interpretation, construction and effect of this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. In the event any provision shall be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in effect, unless it is deemed unreasonable to do so.

J. Amendments

It is agreed by the parties that no modifications, amendments or alterations in the terms or conditions of this Agreement will be effective, unless contained in written documents signed by the parties and approved by the Board in open meeting.

The parties have caused their duly authorized representatives to execute this State Legislative Consultant Agreement on this 1st day of January, 2005.

**FOR THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA**

**FOR RONALD L. BOOK AND
ASSOCIATES, INC.**

By: _____
Mr. Frank J. Bolaños
Chair

By: _____
Mr. Ronald Book
President

Attest: _____
Dr. Rudolph F. Crew
Secretary

APPROVED AS TO FORM:

School Board Attorney