

CONTRACT

THIS CONTRACT made and entered into 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, Florida 33021, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, the COUNTY issued a Request for Proposal RFP 1-25-15 on March 11, 2025, to competitively select a firm with experience and qualifications to perform State Lobbying Services for the COUNTY; and

WHEREAS, the CONSULTANT submitted a competitive proposal and was found to have the most experience and qualifications of the proposers that submitted proposals to the COUNTY's RFP-1-25-15 by the Selection and Negotiation Committee; and

WHEREAS, The CONSULTANT hereby certifies that the CONSULTANT has been granted and possesses valid, current licenses to do business in the State of Florida and in Brevard County, Florida, issued by the respective State Boards and Government agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Contract and for RFP 1-25-15; and;

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of Section 287.057, Florida Statutes, "Procurement of commodities or contractual services," and in accordance with the applicable Brevard County Board of County Commissioners' Policies.

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 CONSULTANT:

1. **RECITALS.**

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

2. **TERM.**

The Term of this Contract is five (5) years, beginning on the date of the last signature below.

3. **NON-EXCLUSIVE CONTRACT.**

The Parties acknowledge that this Contract is not an exclusive agreement, and the COUNTY may employ other similar CONSULTANTS to furnish services for the COUNTY, as the COUNTY, at its sole discretion, finds it in the public interest. The COUNTY reserves the right to assign such work to the CONSULTANT as it may approve in the sole discretion of the COUNTY.

4. **ADMINISTRATION.**

This Contract is administered by the County Manager's Office, an Office of the Brevard County Board of County Commissioners, hereinafter referred to as the "Office."

5. **SCOPE OF SERVICES.**

- A. The CONSULTANT shall serve as a consultant and advisor to act directly or solicit others to act to assist with and/or represent 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) Be present in Tallahassee when the Legislature is in session and attend committee meetings on matters assigned by the County Commission, County Manager, or 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 County Commission, County Manager, or the County Attorney.
 - 3) Provide written status reports when the Legislature is in session and other information regularly to the County Commission, County Manager, and County Attorney. Provide an annual report and appear at Board meetings as necessary to address the business of the County Commission.
 - 4) Provide information about legislative appropriations that will assist the County Commission, County Manager, County Attorney, and staff in the discharge of their duties.
 - 5) Assist the County Commission, County Manager, County Attorney, and staff in identifying and assisting with requests for State appropriations.
 - 6) Work on legislative matters approved by the County Commission and those items in the county's best interest.
 - 7) Coordinate activities with lobbyists from business, the aerospace industry, economic development agencies, workforce development agencies, and Space Florida to support aerospace and military economic development activities as authorized by the County Commission, County Manager, or County Attorney.
 - 8) Monitor, identify, and prioritize challenges and opportunities for the County for issues and appropriations under consideration by the Governor, State Legislature, and state and regional agencies, especially those issues defined in the County's annual legislative request.
- B. The CONSULTANT represents that 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 CONSULTANT's representation to the COUNTY and its representation of any other party/entity after the date the CONSULTANT executes this Contract, the CONSULTANT shall notify the COUNTY in writing within five (5) business days, identifying the other party and the conflict.

- C. The CONSULTANT and individuals acting on behalf of the CONSULTANT 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 CONSULTANT and all employees of the CONSULTANT agree that, during the term of this Contract, they will not lobby the COUNTY or COUNTY staff on behalf of private clients.

6. **COMPENSATION.**

- A. For professional services pursuant to this Contract, the CONSULTANT shall receive from the COUNTY a monthly payment of \$6,250 (\$75,000/12) for the first twelve months of this Contract. For each year thereafter, the monthly payment shall be adjusted by the Consumer Price Index for all Urban Consumers (CPI-U) or three (3) percent, whichever is lower.
- B. The CONSULTANT will bill the COUNTY each month for services performed under this Contract, each bill indicating the service for which payment is requested. The COUNTY shall remit payment under the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

7. **EXPENSES.**

The CONSULTANT shall furnish all necessary administrative services, office space, equipment, clerical personnel, telephone, and other communication **facilities** at its own expense.

8. **TERMINATION**

- A. **Termination for Convenience.** The COUNTY may terminate this Contract for convenience by giving the CONSULTANT fourteen (14) calendar days' written notice of such termination. If written notice is given by mail, receipt shall be presumed, and the fourteen (14) days shall begin to run seven (7) calendar days after the date of mailing as dated on the notice. If written notice is provided in person, the fourteen (14) days shall begin on the calendar day after the delivery of the notice. The CONSULTANT shall stop work immediately unless the COUNTY provides the CONSULTANT with written direction otherwise in the notice.

Termination for Convenience by the CONSULTANT. The CONSULTANT may terminate this Contract for convenience by giving the COUNTY sixty (60) calendar days' written notice of such termination. If written notice is given by mail, receipt shall

be presumed, and the sixty (60) days shall begin to run seven (7) calendar days after the date of mailing as dated on the notice. If written notice is provided in person, the sixty (60) days shall begin on the calendar day after the delivery of the notice. The CONSULTANT must provide the COUNTY with all records and documentation of all work performed as of the date of the notice within 14 calendar days of the notice. The CONSULTANT will complete the work that is incomplete as of the date of the notice, if so directed by the County in writing, and provide such records and documentation of such work upon completion.

- B. **Termination for Failure to Perform.** If the CONSULTANT fails to perform, the COUNTY will issue a notice of failure to perform to the CONSULTANT listing the services for which the COUNTY has determined there is a failure to perform and describing the deficiencies in the CONSULTANT's work. The Notice shall provide the CONTRACTOR thirty (30) calendar days from the date the Notice is received to correct such deficiencies described in said notice. If the CONSULTANT fails to correct such deficiencies to the COUNTY's satisfaction within the stated period, then the COUNTY may terminate the Contract immediately by providing written notice to the CONSULTANT for failure to perform. Upon termination by the County, COUNTY may take over the work and cause it to be performed to completion by contract or otherwise. In such a case, the COUNTY reserves all rights and remedies available, including, but not limited to, the right to recover the COUNTY's additional costs incurred in securing complete performance. The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. If, after the COUNTY's termination of the Contract for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not failed the contractual obligations, the termination shall be deemed a termination for the convenience of the COUNTY.
- C. **Upon Termination for any Reason,** the Parties agree that any work satisfactorily completed, or services provided by CONSULTANT before the date of termination shall become the property of COUNTY. Upon COUNTY's request, CONSULTANT shall deliver to COUNTY Work Product as may have been accumulated by CONSULTANT in performing this Contract, whether completed or in process.
- D. **Payment on Termination.** In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completed work previously authorized. The COUNTY shall not be obligated to pay for any services performed after the CONSULTANT has received the final notice of termination unless the COUNTY otherwise directs the CONSULTANT in writing to complete specified elements of the work. Such payment shall be determined based on the hours of work performed by CONSULTANT, or the percentage of work completed as estimated by CONSULTANT and agreed upon by COUNTY up to the time of termination. In the event of such termination, COUNTY may elect to employ other persons to perform the same or similar services without penalty or other obligation to CONSULTANT. In the event of deficient professional services, COUNTY shall not pay the

CONSULTANT for deficient services; however, if any of the work performed by the CONSULTANT is used by or useful to any other contractor retained by COUNTY to finish the work, the COUNTY will pay the CONSULTANT for such useful work to the extent that COUNTY does not incur additional costs, or pay twice for the same work, over the work/costs set forth in the notice issued to the CONSULTANT and what the COUNTY pays the new contractor.

9. **INDEMNIFICATION**

The COUNTY shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the CONSULTANT, its agents, its servants, or employees, and the CONSULTANT specifically accepts responsibility for its acts, omissions, or negligence and for the acts, omissions, or negligence of its agents, servants, or employees, and shall defend and hold the COUNTY harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence. The COUNTY and its members, officers, agents, and employees shall be indemnified and held harmless by the CONSULTANT from any and all claims, debts, costs, liabilities and/or causes of action of every kind or character (whether in law or in equity) by reason of any death, injury or damage to any person or persons, or with respect to damage to or destruction of property of the property of the CONSULTANT (its agents or employees or of any third person) and from any cause whatsoever arising out of the CONSULTANT's negligent acts or omissions or intentional misconduct. The CONSULTANT covenants and agrees to defend, indemnify, and save harmless the COUNTY, its members, officers, agents, and employees, from any and all such claims, demands, debts, liabilities, and causes of action, including attorney's fees and costs through any and all appeals.

10. **INSURANCE REQUIREMENTS**

The CONSULTANT 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 products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence includes the following coverage: Operations, Products, and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned, and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employer Liability Insurance. Workers' Compensation Insurance provides statutory benefits as required in the State of Florida. The CONSULTANT shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the CONSULTANT and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of

exemption. The CONSULTANT shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the CONSULTANT shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim. If the policy is written as claims are made, coverage shall remain continuous for four years after the contract's term.

In the event the contract involves services related to construction projects, the CONSULTANT shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Cyber Liability Insurance, with limits of not less than \$5,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations a CONSULTANT has undertaken by this Contract and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. This policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

The CONSULTANT shall have five (5) days after the award to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) and applicable endorsement pages on all insurance policies and renewals in the form(s) acceptable to the COUNTY. A COI evidencing such coverage must be submitted before the coverage expiration and indicate that the policies have been endorsed to cover Brevard County, Florida, as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall not lessen or limit the CONSULTANT's liability under the contract terms. The CONSULTANT shall be responsible for the subcontractor's insurance.

11. **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 written form and signed by both parties.

12. **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 that 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.

13. **NOTICES/AUTHORIZED REPRESENTATIVES**

- A. 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, another mail service delivery receipt, or when the recipient acknowledges receipt. Any notices required by this Contract shall be delivered to the parties at the addresses provided in this section:

FOR COUNTY:

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

FOR CONSULTANT:

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

OR

104 West Jefferson Street
Tallahassee, FL 32301

- 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 COUNTY has the authority to approve any changes or modifications to this Contract. The CONSULTANT shall assign (Insert Name of CONSULTANT) as the only CONSULTANT representative responsible for all matters assigned by the COUNTY under the terms of this Contract.

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

The continuation of this Contract is contingent on continued management by (Insert Name of CONSULTANT). Noncompliance with this provision is grounds for the County to terminate this Contract for default. The County can

only agree to substitute management by a written amendment signed by both parties.

15. **INDEPENDENT CONTRACTOR**

The CONSULTANT 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 CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

16. **FEDERAL TAX ID NUMBER**

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

17. **EMPLOYMENT**

The CONSULTANT 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.

18. **RIGHT TO AUDIT RECORDS**

In the performance of this Contract, the CONSULTANT 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 CONSULTANT 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.

19. **PUBLIC RECORDS ACCESS**

A. CONSULTANT 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 CONSULTANT 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 CONSULTANT to either provide to the COUNTY upon request or to allow inspection and copying of all public records made or received by the CONSULTANT in conjunction with this Contract and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- D. If CONSULTANT 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 CONSULTANT of the request, and the CONSULTANT must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time. If the CONSULTANT fails to provide the public records to the COUNTY within a reasonable time, the CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.
 - 2) Upon request from the COUNTY'S custodian of public records, the CONSULTANT 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 CONSULTANT 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 CONSULTANT does not transfer the records to the COUNTY.
 - 4) Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the services under this Contract. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any

duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS Olivia Craig 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

20. 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.

21. 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.

22. SCRUTINIZED COMPANIES

- 1) CONSULTANT 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 CONSULTANT is found to have submitted a false certification; or if

the CONSULTANT 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 CONSULTANT 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 CONSULTANT, its affiliates, are found to have submitted a false certification; or if the CONSULTANT, 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 CONSULTANT 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.

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

(a) The CONSULTANT:

- 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 CONSULTANT'S enrollment in the program. This includes maintaining a copy of proof of the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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.

24. 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.

25. 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.

26. GOVERNING LAW

This Contract shall be governed, interpreted, and construed according to

the laws of the State of Florida.

27. **COMPLIANCE WITH STATUTES**

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

28. **VENUE AND WAIVER OF JURY TRIAL**

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.**

29. **ASSIGNMENTS**

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

30. **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.

31. **CONSTRUCTION OF CONTRACT**

The parties hereby acknowledge that they fully reviewed this Contract and 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 CONSULTANT have executed this Contract through its duly authorized representatives as of the date of the last signature below.

ATTEST:


BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk

Rob Feltner, Chairman Date

As approved by the Board on: _____

Reviewed for legal form and content:



Heather Balser,
Assistant County Attorney

CONSULTANT Date

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this (day) day of (month) , (year) , by (name of person making statement) .

[Notary Seal]

Notary Public Signature

Name typed, printed or stamped

My Commission Expires: _____

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced
