



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Todd Drosky

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

**Tuesday
December 17, 2024
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Marine Advisory Board Meeting Minutes

Attachment: September 19, 2024

Code Compliance Meeting Minutes

Attachment: October 25, 2024

APPROVAL OF THE AGENDA

December 17, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/87988769373?pwd=bEF246ZToeA8q2wehxRIHe8ts2tK2X.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 879 8876 9373#

Participant ID: #

Passcode: 610340#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Certificate of Recognition presented to Joel Smith for his contributions to the schools.**

Sponsor: Commissioner Ben Preston

2. **Certificate of Recognition presented to N.E. Focal Point CASA, Inc. for their commitment and dedication to the N.E. Focal Point at the Braithwaite Center of Active Aging.**

Sponsor: Department of Community Services

3. **Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.**

Sponsor: BSO - Law Enforcement

PUBLIC HEARINGS

4. **P.H. 2025-005: Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for Fiscal Year 2023-2024; authorizing submission of the Incentive Report to the Florida Housing Coalition and the Florida Housing Finance Corporation; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: AHAC Incentive Report

5. **P.H. 2025-013: Resolution 2024/ - A Resolution of the City Commission of the City of**

Deerfield Beach, Florida, approving the 2023-2024 Consolidated Annual Performance and Evaluation Report ("CAPER") for the United States Department of Housing and Urban Development ("HUD") Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: CAPER

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 6. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2024/2025 schedule of City Commission meetings; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Mayor Bill Ganz

Attachment: FY25 Schedule Amendment

- 7. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Ferraro Law Firm, P.A. to serve as outside counsel representing the City in litigation related to the insulin pricing scheme; approving and authorizing execution of an agreement for retention of outside counsel on a contingent fee basis; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Attorney

Attachment: Ferraro Law Firm, P.A

- 8. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a sixth work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for professional engineering services for post-construction physical and biological monitoring and permitting services in an amount not to exceed \$179,871.40 for the City's 50% share of the cost; providing for execution and an effective date. (*Funds from Account #399-4553-539-65-30 - CIP-Infrastructure - Joint Beach Renourishment*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Sustainable Management

Attachment: Coastal Protection Engineering, LLC

- 9. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to Deerfield Beach Little League, Inc. in the amount of \$18,000.00 to support the youth baseball programs in the City; providing for implementation, conflicts, severability and an effective date. (*Funds from Account #100-720-72002-0000-503914- Athletic Program Supplement*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Deerfield Beach Little League, Inc.

- 10. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, approving a work authorization with Gurri Matute, P.A. to provide professional design and engineering services for the Constitution Park Community Center Project in an amount not to exceed \$257,473.90; providing for execution and an effective date. (*Funds from Account #399-7035-572-65-30 - CIP-Infrastructure*)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Gurri Matute, P.A.

- 11. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Accenture, LLP for American Rescue Plan Act Grant Management Services in an amount not to exceed \$50,000.00, utilizing the terms of State of Florida, Department of Management Services Request for Proposal No. 06-80101500-J and State Term Contract No. 80101500-20-1; providing for execution and an effective date. (*Funds from Account #100-360-19001-0000-503099 - Construction and Facilities Maintenance Professional Services*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Accenture, LLP

- 12. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a professional services agreement with Strategic Philanthropy, Inc. to provide grant consulting services related to the Community Participation Grant Program and other grant projects for a one-year term, with one year renewal option, in an annual amount not to exceed \$75,000.00; and providing for an effective date. (*Funds from Account #001-1701-564-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Strategic Philanthropy, Inc.

- 13. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, approving the City of Deerfield Beach 2025 Public Transportation Agency Safety Plan; authorizing execution of the plan; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: 2025 Public Transportation Agency Safety Plan

14. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the 2025 Security Program Plan for the City's Community Shuttle; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: 2025 Security Program Plan

15. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the 2025 System Safety Program Plan for the City's Community Shuttle; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: 2025 System Safety Program Plan

DEPARTMENTAL BUSINESS

16. Discussion regarding the Code Amnesty and Neighborhood Improvement Programs.

Suggested Action: Motion on decision of Commission

Sponsor: Office of Public Safety & Office of the City Manager

17. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the amended Building Permit Fee Schedule, as set forth in the attached

Exhibit "A", to address the use of private providers, provide for a zoning review fee and make additional adjustments based on changes in law; providing for conflicts and an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Building Permit Fee Schedule

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

18. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an agreement with Gwendolyn McDonald, Barri McMillon, and Jeffrey Copeland, Jr. for the operation and maintenance of a community garden at the property located at 448 NW 1st Terrace and 455 NW 1st Avenue for a term commencing upon execution and ending on December 31, 2026, with two, one year renewal options; providing for water infrastructure and water service to the Community Garden; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Ben Preston

Attachment: Community Garden

19. Update regarding City Manager Recruitment and Potential Shortlisting of Candidates.

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Tuesday, January 14, 2025

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.

City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
September 19, 2024

The meeting was called to order on the above date by Mr. LoCascio at 6:09 p.m. in the City Commission Chambers, Deerfield Beach. The following board members were in attendance:

Voting

- Mr. LoCascio
- Mr. Nass
- Mr. Ginarte

Also in attendance: Patrick Bardes, Coastal & Waterway Coordinator, and Debra Reese, Assistant City Attorney.

- Not in attendance: Mr. Streather, Mr. Cutler, Vice Chair Chapman, and Chair Ramon

PUBLIC INPUT

None.

APPROVAL OF AGENDA

Mr. Nass made a motion, seconded by Mr. Ginarte to approve the agenda as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Intracoastal Safety Discussion by Mr. LoCascio

Mr. LoCascio said Patrick Bardes, Coastal & Waterway Coordinator, has started putting together the formal petition to be reviewed by the Florida Fish and Wildlife Conservation (FWC) Commission. He explained that FWC meetings are held in different locations within Florida; nevertheless, when the item goes before the Committee, he will advise the Board, as it would be a great opportunity to provide public input.

In response to a board member's question, Mr. LoCascio replied that the timeline for submission is based off the completion of when all the data and information is collected by other agencies and the petition if finalized by Mr. Bardes.

Mr. Bardes stated that he reached out to the Broward Sheriff's Office (BSO) to obtain the data of citations and accidents. Furthermore, he has a great boundary map that will be included for submission.

Mr. LoCascio stated that more municipalities are pushing to improve safety on the intracoastal waterways.

Mr. Bardes said slow speed, minimum wake starts in November due to manatee season and the goal is to have everything approved by April 2025.

In response to a board member's question, Mr. LoCascio replied that there is an overall support of approval for this change, as many are concerned about the safety in our waterways.

Mr. Nass said requiring boaters to have a license would help eliminate many of the safety concerns.

Mr. LoCascio stated that formal warnings would be included in the data.

B. Hillsboro River Safety Discussion by Mr. Ginarte

Mr. Ginarte provided a brief overview of the work he has done for this project. Thereafter, he stated that he has partnered with the City of Boca Raton's Marine Advisory Board, who are in full support of the project. Lastly, he requested the data and information Mr. LoCascio has collected, as it will be helpful in his research.

Mr. LoCascio agreed with Mr. Ginarte; however, he would like to look further into the project to see what additional information he can find. Thereafter, he commented on a conversation he had with Kate Grimes, whereby, the Hillsboro River waterways goes through a different approval process; nevertheless, much of the same rules apply as to what research must be gathered.

Thereafter, two different maps were displayed outlining the speed changes in the waterways.

Mr. LoCascio provided a brief explanation of both maps and said ideally the goal would be idle speed minimum wake throughout.

Ms. Grimes explained that it wouldn't be possible due to the current statute in place.

Mr. Ginarte provided a brief explanation of what he has seen on the waterway around the area of Marina One, which is his motivation for wanting to make changes along the Hillsboro River.

Mr. LoCascio said there are two different options, 1) slow speed or 2) slow and idle combined; nonetheless, additional signage would be needed, which would be the City's responsibility. Thereafter, he provided a brief overview of the bridge signs, which were established in 1994.

Thereafter, discussion ensued regarding safety concerns and enforcement areas.

Mr. Bardes stated that this item will be ongoing until research is completed and the Board is ready to make a recommendation to the City Commission.

C. Intracoastal Letter of Support Discussion

Patrick Bardes, Coastal & Waterway Coordinator, said the letter of support will need to be approved by the City Commission before submitting it with the application; therefore, a recommendation of approval is required.

Thereafter, there was a brief discussion amongst the Board and Debra Reese, Assistant City Attorney, on the proper motion and actions that are needed to bring this forward to the Commission.

In response to a board member's question, Mr. Bardes replied that he does not recall Hallandale Beach's Marine Advisory Board voting on this matter.

Mr. Nass made a motion, seconded by Mr. Ginarte to recommend that the Board submit a letter of support to the Commission for approval for the submission with the application.

BOARD MEMBER COMMENTS

Per Mr. Nass' request, Patrick Bardes, Coastal & Waterway Coordinator, read his letter of resignation to the Board.

Mr. Nass thanked Mr. Bardes and stated that he's enjoyed his time on the Board.

Everyone thanked Mr. Nass for his commitment.

In response to a board member's question, Mr. Bardes replied that the pier renovation project is moving along. Thereafter, he commented on a pier management plan, which is required by the Florida Department of Environmental Protection (FDEP).

NEXT MEETING

Mr. LoCascio stated that the next meeting will be held on October 17, 2024.

ADJOURNMENT

Mr. Nass made a motion, seconded by Mr. Ginarte to adjourn the meeting at 7:28 p.m. The motion CARRIED by unanimous vote.

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

October 25, 2024

Special Magistrate Douglas Gonzales, City Commission Room called the meeting to order at 9:00 AM.

PRESENT: Roy Davis, Code Compliance Manager
Patesha Johnson, Senior Code Compliance Inspector
Victor Padilla, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Laeasha Saddler, Special Magistrate Clerk

For the record, Winlett Jordan-Banton, Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	24050087	CAMPIS PEREZ,ABEL ARCIRES	280 NW 5 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
2	24080073	MCKEEVER,LAWRENCE B	224 SW 8 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATION ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENTS WERE PRESENT- LAWRENCE MCKEEVER RETHA JONES FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
3	24080075	MYERS,LORRAINE L JONES,DELOIS EST/landscape	714 NW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-18- 2024 FOR \$225 PER DAY

6	24090022/post	BROWN,JOANN F	1471 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-22-2024
7	24090021	SMITH,THOMAS T JR	4324 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(c) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(d) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-18- 2024 FOR \$225 PER DAY PER VIOLATION

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	
8	24090059	AW HOLDINGS DEERFIELD INC	1245 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENTS WERE PRESENT- COURTNEY WOOD ANNA WALDMAN FINAL ORDER AND IMPOSITION OF FINES CERTIFIED FOR FIVE DAYS FOR \$25 PER DAY \$80 PROSECUTION COST
12	24090015	ROCHESTER INVESTMENTS USA LLC	750 SE 6 AVE, UNIT 233, DEERFIELD BEACH, FL 33441 233	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JACKSON `SELF FINAL ORDER ISSUED COMPLY BY 1-24-2025 \$225 PER DAY \$80 PROSECUTION COST
13	24090016	SANTOS,EUDES S	3830 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- EUDES SANTOS CONTINUED TO 11-22-2024

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
15	24090018	OLIVEIRA TRUCKING INC	3821 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-22-2024
16	24090019	POMPANO 41 CT LLC	267 NE 41 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$175 PER DAY PER VIOLATION \$80 PROSECUTION COST
18	24090005	POITIER, VAN	340 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT WAS PRESENT- JASON LOWE CONTINUED 11-22-2024

				14-105(4) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (10) - Minimum standards for interior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
20	24090042	ISAAC,ELISMAT	420 NW 41 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$225 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
22	24090044	ULYSSE,JOSEPH J H/E FREDERIC,JEANNE	380 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST
23	24090045	NEASBITT, JASON PATRICK NEASBITT, VALERIA DIAS	370 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
26	24090057	JOSEPH,MATHIEU	211 SW 32 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- SYLVANIE JOSEPH SUZIE BLAISE CONTINUED TO 11-22-2024
27	24090061	OBANDO, DANIEL ALEJANDRO	338 SW 1 TER, UNIT 3-4, DEERFIELD BEACH, FL 33441 3- 4	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$150 PER DAY \$80 PROSECUTION COST
28	24090071	L4 PALM BEACH LLC	50 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-22-2024
29	24090074	WE R BETTER INC	4280 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$175 PER DAY \$80 PROSECUTION COST
31	24090079	ROBERTS,LEROY & JO-ANN	720 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT WAS PRESENT- JOANN ROBERTS CONTINUED TO 11-22-2024

				REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	
34	24090078	VIVIAN PERRY IRREV TR PERRY,GERARD J TRS ETAL	1480 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (6) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT CONTINUED TO 11-22-2024
35	24090064	JOANNE & DANIEL INC	175 SW 3 ST, UNIT A-D, DEERFIELD BEACH, FL 33441 A-D	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 46 – OFFENSES Section 46-33(i) Littering Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$175 PER DAY PER VIOLATION \$80 PROSECUTION COST

				LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	
39	24090065	JOANNE & DANIEL INC	179 SW 3 ST, UNIT A, DEERFIELD BEACH, FL 33441 A	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 46 – OFFENSES Section 46-33(i) Littering Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98.73(1)(A)(4) Minimum yard regulations for accessory structures.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$175 PER DAY PER VIOLATION \$80 PROSECUTION COST
40	24090010	MELO,ALBERTINO	4421 SW 11 PL, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-18-2024 FOR \$225 PER DAY PER VIOLATION

				Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots.	
41	24080080	DISCOVERY POINTE HOA INC	1901 DISCOVERY CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
42	24070055	SARANGO,JULIO	1427 SE 2 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(1) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-18-2024 FOR \$135 PER DAY PER VIOLATION
43	24070059	GUARDINO,RUSSELL A RUSSELL A GUARDINO REV TR	1319 SE 14 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT- RUSSELL GARDINO EXTENDED TO 11-15-2024

				ENFORCEMENT Section 98-113(a) Building permits	
44	23090019	YING,SEM PO % RAE FRANKS PA	164 SW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT - ALFRED SEM FINES IMPOSED AS OF 10-18- 2024 FOR \$100 PER DAY
45	24060060	CHILDREN'S WEST WAREHOUSE LTD %PARTNERSHIP	158 NW ELLER ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 11-22-2024
46	24090077	CATINELLA,ROSARIA	801 SE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 10 - ANIMALS Section 10- 4(c) - Maintaining animals in general; limitation on number of pets; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
48	24070061	DYKE,MICHELLE PEREZ,EDWIN Z	4206 ROSA DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation	RESPONDENT NOT PRESENT CONTINUED TO 11-22-2024
51	24080059	BROWN,JOANN	1471 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings FIRE PREVENTION CODE F- 103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST

52	24080057	ANNA JARUSZEWSKI REV TR JARUSZEWSKI,ANNA TRSTEE/permits	420 SE 15 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
53	24080062	DUPITON,GUILENE DUPITON,GEORGES	1441 SW 5 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT - GEORGES DUPITON EXTENDED TO 11-15-2024
54	24080037	VEROLA, MARCUS VINICIUS LIMA, RONALDO LUIS.	263 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-18- 2024 FOR \$135 PER DAY
55	24050093	JETLEY,AAYUSH	300 SE 11 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT EXTENDED TO 1-24-2025
56	24060103	DEERFIELD APARTMENTS LLC	110 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K) (14) (b) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-18- 2024 FOR \$200 PER DAY PER VIOLATION
59	24090033	SANTISE, PAUL H/E SANTISE,ROSE	743 SE 12 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$150 PER DAY PER VIOLATION

				105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-68. (a)- Parking of a vehicle, trailer, boat or boat trailer offered for sale.	\$80 PROSECUTION COST
60	24090035	4731 NE 3RD AVE LLC	4731 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

61	24090040	KOUKOULARIS,ROULA	1233 SE 8 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST
63	24070083	1101 MILITARY INVESTMENTS LLC	1101 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DONALD ANDERSON CONTINUED TO 11-22-2024
65	24030128	CHEVALIER,REYNALDO	4011 NW 7 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-22-2024
66	24050065	ACBERE LLC	5125 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST

				USE Section 98-161(b) - Certificate of use permit requirements.	
67	24080067	SEBASTIANI,MARIANO LE SEBASTIANI,LOUIS & SEBASTIANI,A/PERMITS	700 SE 6 AVE, UNIT 306,DEERFIELD BEACH, FL 33441 306	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-22-2024
69	24090014	FARAG,TAHANY	1036 HARWOOD D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$175 PER DAY \$80 PROSECUTION COST
71	24080070	BATMASIAN,JAMES H	49 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DONALD ANDERSON CONTINUED TO 1-31-2025
73	24100027	BRIDGESTONE FINANCIAL LLC	318 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (10) - Minimum standards for interior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE I. - DEFINITIONS AND TERMS, Sec. 98-1. - Rules for construction or language Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- RONALDO PEREZ FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ARTICLE I. - DEFINITIONS AND TERMS, Sec. 98-3. - Definitions, Family Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b)(1-6) Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Section 98-44(5) - Scope and application.	
74	24070006	HOEKSTRA,DONALD P II	3221 SW 1 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$135 PER DAY \$80 PROSECUTION COST
75	24100043	POITIER,HARTMAN DELANO	245 SW 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$175 PER DAY PER VIOLATION \$80 PROSECUTION COST

				14-106(e) - Minimum standards for yard and landscape areas.	
76	24100044	LABARDY,SASHA	235 SW 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$225 PER DAY PER VIOLATION \$80 PROSECUTION COST
77	24100040	GARDNER,LETHA NEWMAN,BLONEVA H EST	182 SW 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	
78	24100046	JACKSON,WILLIAM G & JACKSON,SANDRA D	648 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE II. - COLLECTION AND DISPOSAL: DIVISION 1. – GENERALLY, Sec. 58-31. - Responsibility for removal of construction wastes Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT WAS PRESENT- SANDRA JACKSON FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
79	24090003	SAMVAS INVESTMENTS LLC	4609 NW 7 ST, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (3) - Minimum standards for exterior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-74(a)(b)(c) - Swimming pools and spas require a fence or screen enclosure	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

80	24090027	LIPSKAR,CHAIM ZVI LIPSKAR,NECHAMA DEENA	63 SE 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-23- 2024 FOR \$150 PER DAY
82	24090004	DC ASSET PROTECTION TR LETARTE,DIANE TRSTEE	1420 SW 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. FIRE PREVENTION CODE F- 103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15- 2024 FOR \$500 PER DAY
83	24080089	VICENTE, MAXIMILIANO	1409 SE 14 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-23- 2024 FOR \$500 PER DAY
84	24080084	VAKBNB LLC	262 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-23- 2024 FOR \$150 PER DAY
85	24070051	KERNER,MARK	1408 SE 17 TER, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

86	23110052	SEBREN E POITIER TR POITIER,SEBREN E TRSTEE	379 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-68. (a)- Parking of a vehicle, trailer, boat or boat trailer offered for sale. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j) (1) Off-street parking and loading.	RESPONDENT WAS PRESENT- THEO TIMES EXTENDED TO 11-15-2024
87	24080091	VC 3901 DEERFIELD LLC	3901 NW 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-23-2024 FOR \$150 PER DAY
88	24100048	MCDOUGLE, GARY & PATRICIA MCDOUGLE, ROBERT	1313 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- CHAD CHELEDEN FINAL ORDER ISSUED COMPLY BY 11-15-2024 \$225 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
89	24040046	UNTERBRINK,VICTOR A UNTERBRINK,MARY LANGLEY	4035 NW 7 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L) (1) (a-g) - Tree preservation.	RESPONDENT NOT PRESENT EXTENDED TO 11-15-2024
A	24020113	BH STR LLC GRHH POMPANO BEACH LLC	551 NW 42 CT, UNIT 101,DEERFIELD BEACH, FL 33064 101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- CARMEN SOTO FINES MITIGATED FOR \$4,500 TO BE PAID BY 11-22-2024
B	24050021	MORENO,ADOLFO LEON	299 SW 1 ST, UNIT 1-2,DEERFIELD BEACH, FL 33441 1-2	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE I. - DEFINITIONS AND TERMS, Sec. 98-1. - Rules for construction or language	RESPONDENT WAS PRESENT- MORENO,ADOLFO LEON REQUEST FOR MITIGATION DENIED PAYMENT DUE 1-31-2025

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE I. - DEFINITIONS AND TERMS, Sec. 98-3. - Definitions, Family Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Sec. 98-46(a-b) - RS-7 residence, single-family Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Section 98-44(5) - Scope and application	
C	24040072	LIDIA H JUSKIN REV TR JUSKIN,LIDIA H TRS	665 SE 21 AVE, UNIT 501,DEERFIELD BEACH, FL 33441 501	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 1-24-2025
D	24040045	PINHO,MAURO AUGUSTO	4036 NW 7 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L) (1) (a-g) - Tree preservation.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

E	23060101	BEACH HAVEN GARDENS CONDO UNIT 2B PER CDO BK/PG: 6248/656	1962 NE 6 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- JULIE FIGUERIA FINES MITIGATED FOR \$3,000 TO BE PAID BY 1-31-2025
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date



Regular City Commission Meeting - December 17, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, December 17, 2024, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The December 17, 2024, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the December 17, 2024 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on December 17, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/87988769373?pwd=bEF246ZToeA8q2wehxRIHe8ts2tK2X.1>
 - ii. The video camera display feature is disabled for public use.
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 879 8876 9373#, Participant ID: #, Passcode: 610340#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on December 17, 2024, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” which is located at the bottom of the screen under the “reactions” tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-625

Agenda Date: 12/17/2024

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2025-005: Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for Fiscal Year 2023-2024; authorizing submission of the Incentive Report to the Florida Housing Coalition and the Florida Housing Finance Corporation; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 1992, the William E. Sadowski Affordable Housing Act created a dedicated revenue source for the state and local housing trust funds to fund housing programs such as the State Housing Initiatives Partnership Program (SHIP) which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The SHIP program is administered by the Florida Housing Coalition.

A SHIP jurisdiction is statutorily required to assemble an Affordable Housing Advisory Committee (AHAC). The key role of the AHAC is to prepare the AHAC Report and evaluate its implementation annually. The AHAC Report identifies incentive strategies and recommendations for adoption by the local government. The recommendations should seek to remove regulatory barriers that limit the development or preservation of affordable housing or drive up housing costs. The recommendations should also suggest policies that encourage the production of affordable housing. Recommendations by the Committee may include modifying or repealing existing policies, procedures, ordinances, regulations, or plan provisions; creating exceptions applicable to affordable housing; or adopting new policies, procedures, regulations, ordinances, or plan provisions.

The City of Deerfield Beach is a SHIP entitlement community, receiving an annual funding allocation from the State. In accordance with Florida Statute Section 420.9076, the City established an initial Affordable Housing Advisory Committee (the "AHAC" or "Committee") in 2008. Currently, the City's AHAC has eight (8) members appointed by the City Commission.

Current Activity

The City AHAC held four public meetings in calendar year 2024 (February 5th, May 6th, August 5th, and November 4th). The AHAC reviewed, considered, and evaluated the following strategies provided in the SHIP Statute at Florida Statutes, Sec. 420.9076 (4) and recommends the following:

Recommendation 1: Continued implementation by the City

- Expedited permitting for affordable housing projects;
- Ongoing review of policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing, prior to adoption; and
- Maintenance of a printed inventory of locally owned public lands suitable for affordable housing.

Recommendation 2: City Adoption and Inclusion in the Local Housing Assistance Plan

- The allowance of flexibility in densities for affordable housing;
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing; and
- The support of development near transportation hubs and major employment centers and mixed-use developments.

Recommendation 3: No action at this time

- The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing;
- The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons;
- The allowance of affordable accessory residential units in residential zoning districts;
- The reduction of parking and setback requirements for affordable housing; and
- The modification of street requirements for affordable housing.

The AHAC Housing Incentive Strategies report with the aforementioned recommendations was approved by the Committee during their public meeting on November 4, 2024. In accordance with the SHIP program, the AHAC submits the report to the Deerfield Beach City Commission for consideration of adoption. The report is due to the Florida Housing Coalition and Florida Housing Finance Corporation by December 31, 2024.

Recommendation

It is recommended that the City Commission approve the Fiscal Year 2024 AHAC Housing Incentive Strategies Report, consider adoption of the recommended incentives, and authorize submission of the report to the Florida Housing Coalition and Florida Housing Finance Corporation.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE DEERFIELD BEACH AFFORDABLE HOUSING ADVISORY COMMITTEE INCENTIVE REPORT FOR FISCAL YEAR 2023-2024; AUTHORIZING SUBMISSION OF THE INCENTIVE REPORT TO THE FLORIDA HOUSING COALITION AND THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, as a recipient of State Housing Initiatives Partnership Act (“SHIP”) funds, the City of Deerfield Beach (“City”) established the Affordable Housing Advisory Committee (“AHAC”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the AHAC is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City’s policies and procedures that affect the cost of housing in the City; and

WHEREAS, Section 420.9076, Florida Statutes, requires each advisory committee to submit an annual report to the local governing body and the Florida Housing Finance Corporation (“FHFC”); and

WHEREAS, the annual report must include recommendations by the advisory committee on the implementation of affordable housing incentives in the 11 distinct areas set forth in Section 420.90764(4)(a)–(k), Florida Statutes; and

WHEREAS, at a public hearing held on November 4, 2024, the AHAC voted to recommend six of the 11 incentives, as outlined in the Incentive Report for Fiscal Year 2023-2024, attached as Exhibit “A” (the “Incentive Report”), to the City Commission for adoption and submission to the FHFC; and

WHEREAS, City staff recommends approval of the Incentive Report for Fiscal Year 2024-2025, attached as Exhibit “A,” and authorization to submit the Incentive Report to the FHFC and Florida Housing Coalition; and

WHEREAS, upon approval, the recommended incentives will be incorporated into the City’s Local Housing Assistance Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Incentive Report for Fiscal Year 2023-2024, attached as Exhibit “A.”

Section 3. The Interim City Manager or designee is authorized to submit the Incentive Report to the FHFC and Florida Housing Coalition.

Section 4. The appropriate City officials are hereby authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

City of Deerfield Beach
Affordable Housing Advisory Committee (AHAC)
Fiscal Year 2024 Affordable Housing Incentive Strategies Report
State Housing Initiatives Partnership (SHIP) Program



Prepared By:

City of Deerfield Beach
Community Services Department

Approved By:

Affordable Housing Advisory Committee on November 4, 2024

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BACKGROUND

The William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and later incorporated into Florida Statute (F.S.) 420.9076. The Sadowski Act created a dedicated revenue source for local governments allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (SHIP).

As a recipient of State Housing Initiatives Partnership funds, the City of Deerfield Beach established an Affordable Housing Advisory Committee (the “AHAC” or “Committee”) in 2008 as required by the Florida Statute Section 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City of Deerfield Beach_housing activities that impact the production of affordable housing. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out at Florida Statutes, Sec. 420.9076 (4)(a)-(k).

Based on their evaluation, the Committee may recommend to include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances, and other policies. If approved by the City of Deerfield Beach Commission, the recommendations are used to amend the Local Housing Assistance Plan, the local Comprehensive Plan, land development regulations, and other policies affecting affordable housing.

COMMITTEE COMPOSITION

The City of Deerfield Beach Commission appointed and/or re-appointed members to the Committee in September 2024. Florida Statutes, Sec. 420.9076(2) lists the categories from which committee members must be selected. Each AHAC must have a locally elected official from the county or municipality participating in the SHIP program. The locally elected official must be a City or County Commissioner. The elected official will count as a member of the AHAC for purposes of meeting the number of members requirements. There must be at least eight committee members, but not more than eleven, with representation from at least six of the following categories:

- a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- c) A citizen who is a representative of those areas of labor actively engaged in home building in

connection with affordable housing.

- d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- j) A citizen who represents employers within the jurisdiction.
- k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

Name	Category Represented	Date Appointed / Reappointed
1 Ben Preston	Elected Official	September 9, 2024
2 Brian Bennett	Planning Board Member	September 9, 2024
3 Carolyn McNamara	Real Estate	September 9, 2024
4 Eric Power	Employee Representative	September 9, 2024
5 Michael Marion	City Resident	September 9, 2024
6 Joseph Murray	Non-Profit Provider	September 9, 2024
7 Paula Cook	City Resident	September 9, 2024
8 Patricia O'Neil	City Resident	September 9, 2024

AFFORDABLE HOUSING RECOMMENDATIONS

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida Statutes, Sec. 420.9076 (4)(a)-(k). Based on this review and evaluation, the AHAC has formulated recommendations to the City of Deerfield Beach Commission that it incorporate into its housing strategy certain changes designed to encourage and facilitate the production of affordable housing.

The recommendations will be submitted to the City of Deerfield Beach Commission, Florida Housing Coalition and the Florida Housing Finance Corporation in the form of this report.

EXPEDITED PERMITTING

Meeting Synopsis:

Expedited permitting has been implemented in the City of Deerfield Beach. The Planning and Development Department - Building Division ensures that building permits related to affordable housing projects are expedited. Contractors participating in the City's affordable housing program receives a stamp or memo from the Community Services Department - Housing and Grants Division to submit with permitting applications to notify staff within the Building Division to expedite the review process. The processing time for expedited permitting is approximately 10- days.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place

FEE WAIVERS FOR AFFORDABLE HOUSING

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes the establishment and collection of impact fees on new development. Impact fees helps facilitate growth caused by new construction.

Existing Strategy: No

AHAC Recommendation: Not Recommended for inclusion

Schedule for Implementation: Not Applicable

FLEXIBLE DENSITIES

Meeting Synopsis:

The City of Deerfield Beach Land Development Code allows for consideration to increase the maximum allowed density on a site through the application of Reserve Units or Flexibility Units. The City's Planning and Zoning Board have received requests for flexibility in density consideration, specifically for affordable housing projects.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: The City of Deerfield Beach considers increasing flexible density on a per application basis. This strategy is adopted into the City's Comprehensive Plan.

RESERVATION OF INFRASTRUCTURE CAPACITY

Meeting Synopsis:

The City of Deerfield Beach Land Development Code does not include a provision related to reserving infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

Existing Strategy: No

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code does not currently allow for Accessory Dwelling Units.

Existing Strategy: No

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

PARKING AND SETBACK REQUIREMENTS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code allows for flexibility in parking and setback requirements within Planned Unit Development districts.

Existing Strategy: NO

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

FLEXIBLE LOT CONFIGURATIONS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes provisions for flexible lot configuration within Planned Unit Development and Transit Oriented Development districts which benefits affordable housing development.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Adopted into the City's Comprehensive Plan

MODIFICATION OF STREET REQUIREMENTS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code Lot regulation requirements does not include a direct provision for affordable housing. However, modifications are considered within Planned Unit Development districts.

Existing Strategy: No

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

PROCESS OF ONGOING REVIEW

Meeting Synopsis:

The City of Deerfield Beach reviews policies, procedures, ordinances, regulations, or plan revisions routinely to ensure there is no impact to affordable housing prior to adoption. The review process involves input from city staff, stakeholders, elected officials and the public.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place

PUBLIC LAND INVENTORY

Meeting Synopsis:

The City of Deerfield Beach maintains a public land inventory of affordable housing in accordance with Florida Statute 166.0451.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes Transit Oriented Development which provides for innovations in mixed use development which is transit supportive. The code also includes establishment of the Local Activity Center which shall include 'Affordable housing opportunities favoring urban development patterns characterized by reduced lot sizes and vertical integration of residential units with nonresidential uses.'

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Adopted into the City's Comprehensive Plan.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-626

Agenda Date: 12/17/2024

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2025-013: Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2023-2024 Consolidated Annual Performance and Evaluation Report ("CAPER") for the United States Department of Housing and Urban Development ("HUD") Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

As a recipient of CDBG entitlement formula federal funds from the Department of Housing and Urban Development (HUD), the City is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD within 90 days after the end of the fiscal year. The CAPER describes the activities undertaken during the year beginning October 1, 2023, and ending September 30, 2024. This includes information on the City's Community Services Programs, the resources made available to administer the programs, and where and how these resources were invested.

Current Activity

The CAPER outlines the City's performance relative to the expenditure of Community Development Block Grant (CDBG) program funds to accomplish the goals stated in the fiscal year 2020-2024 Consolidated Plan and fiscal year 2023-2024 Annual Action Plan.

In accordance with the City's approved Citizen Participation Plan, the CAPER was advertised for a 15-day public comment period, commencing December 2, 2024 and ending December 16, 2024. A public hearing will be held at the Commission meeting on December 17, 2024, prior to the approval of the item.

Recommendation

Community Services staff recommends Commission approval of the fiscal year 2023-2024 CAPER.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE 2023-2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (“CAPER”) FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) PROGRAMS; AUTHORIZING SUBMISSION OF THE CAPER TO HUD; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, as a recipient of Community Development Block Grant (“CDBG”) funds, the City of Deerfield Beach (“City”) is required to submit a Consolidated Annual Performance and Evaluation Report (“CAPER”) to HUD within 90 days after the end of each fiscal year; and

WHEREAS, the CAPER must include information regarding the City’s Community Development Programs, the resources made available to administer the programs, and where and how those resources were invested; and

WHEREAS, City staff prepared the CAPER describing the required information for the period beginning October 1, 2023 and ending on September 30, 2024; and

WHEREAS, City staff recommends approval of the CAPER, attached as Exhibit “A,” and authorization to submit the CAPER to HUD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the CAPER, attached as Exhibit “A.”

Section 3. The City Manager or designee is authorized to submit the CAPER to HUD, and all appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

FISCAL YEAR 2023 -2024



DRAFT

Prepared by:
The City of Deerfield Beach Community Services Department

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EXECUTIVE SUMMARY

The City of Deerfield Beach is a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program entitlement community grantee, receiving an annual grant award since Fiscal Year 2000 to provide decent housing, a suitable living environment, and expand economic opportunities, principally for low and moderate-income persons. The City is also a recipient of an annual grant award through HUD's Home Investment Partnership Program, as a member of the Broward County HOME Consortium, and an annual allocation from the Florida State Housing Initiatives Partnership (SHIP) Program to create and preserve affordable housing.

As a recipient of CDBG funds, the City is mandated by HUD to prepare and submit three plans (Consolidated Plan, Annual Action Plan, and CAPER) in accordance with citizen participation requirements. The Consolidated Plan identifies the City's affordable housing and community development needs and provides strategies to address the needs over a five-year period. Annually, the City prepares an Action Plan that outlines the City's CDBG housing and community development activities and funding sources for the program year in alignment with the Consolidated Plan. Within 90 days of the program year-end date, the City must prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to HUD. The CAPER is designed to report on accomplishments and progress toward the goals outlined in the Consolidated Plan and Annual Action Plan.

The Fiscal Year 2023-2024 CAPER provides an overview of the City's efforts and accomplishments in addressing housing and community development needs and priorities during the third program year of the Fiscal Year 2020 - 2024 Consolidated Plan and 2022 - 2023 Annual Action Plan. The report also references other public and private resources that have been leveraged to carry out identified activities and projects within the program year. Expended amounts throughout the CAPER refers to actual costs incurred by the City and reimbursed by HUD as reflected in the Integrated Disbursement Information System (IDIS).

Below is a summary of the accomplishments for each priority need from this program year.

- The City's affordable housing programs have been impacted by the ongoing housing crisis. In Program Year 2023, the City assisted 18 low-and-moderate income households through the Homeowner Rehabilitation and Purchase Assistance Programs utilizing federal and state grant funding through CDBG and SHIP.
- The City has seen a decrease in Rental and Utility Assistance applications from qualified low-and-moderate income applicants. In accordance with the citizen participation process, the remaining CDBG-CV funds were reallocated to a public infrastructure project designed to install infill sidewalk segments throughout the City.
- Two public infrastructure projects in predominantly low-and-moderate-income neighborhoods commenced in Program Year 2023. Playground improvements at the City's Oveta McKeithen Recreational Complex which is complete and a sidewalk improvements in LMI neighborhoods is in the final stages of implementation.

- The City's Public Service programs/activities for its senior population have experienced an increase in activity and participation with over 100 seniors benefitting from Senior Transportation, Health and Wellness, and Alzheimer's Adult Day Care operations.

CR-05 – Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Deerfield Beach has made progress in Program Year 2023 to accomplish the goals and objectives outlined in the Fiscal Year (FY) 2020-2024 Consolidated Plan and the FY 2023-2024 Action Plan. The priorities, activities, and assessment of the outcomes inclusive of programmatic goals and expenditures are outlined below.

Priority 1 – Increase Access to Affordable Housing

The City utilizes CDBG funds to support the preservation of affordable housing through the programs outlined below.

- **Homeowner Rehabilitation Program**

Assists eligible LMI households with funding for home repairs that correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and improve accessibility for special needs and the elderly.

Outcome

- Assisted 6 households; funding breakdown: CDBG (2), and SHIP (4).
- Expenditures: \$401,219.50 (CDBG \$96,020.75)

- **Purchase Assistance Program**

Assists eligible LMI first-time homebuyers, as defined by HUD, with the purchase of an eligible existing or newly constructed home.

Outcome

The program is experiencing a decrease in applications and eligible qualified applicants due to the housing crisis.

- Assisted 12 households; funding breakdown: CDBG (1), HOME (4), and SHIP (6)
- Expenditures: \$596,426.35 (CDBG \$43,386.40)

- **Rental & Utility Assistance Program – CDBG-CV**

Provides emergency rental & utility assistance to families impacted by COVID-19.

Outcome

The City has seen a drastic decrease in LMI applicants who qualify for the program and reallocated the remainder of its CDBG-CV funding.

- Assisted 0 households
- Expenditures: \$0.00

Priority II – Provide for Infrastructure Improvements

The City has allocated funding for infrastructure improvements in predominantly LMI neighborhoods within City limits.

- **Oveta McKeithen Recreational Complex Playground**

Installation of an interactive playground, new shock-absorbing safety surfacing and a shade canopy at the Oveta McKeithen Recreational Complex community park, located within an LMI neighborhood at 445 SW 2nd Street, Deerfield Beach, FL 33441.

Outcome

- Infrastructure improvements completed.
- Expenditures: \$125,000 (CDBG)

- **Sidewalk Improvements**

Construction and installation of sidewalks in predominately LMI neighborhoods citywide is in the final stages of implementation.

Outcome

- Sidewalk installations commenced in Program Year 2023 and are currently underway.
- Expenditures: \$0.00

- **Water & Sewer Improvements**

To facilitate the replacement of approximately 2 miles of Asbestos Piping in low-to-moderate-income areas in the City.

Outcome

- Water and Sewer projects are set to begin in Program Year 2024.
- Expenditures: \$0.00

Priority III – Increase Access to Public Services

CDBG funds are utilized to increase access to public services for the senior population through implementation of the programs outlined below.

- **Senior Transportation Program**

Provides transportation services to persons 62 years and older in the community.

Outcome

- Assisted 83 seniors
- Expenditures: \$35,000

- **Alzheimer's Adult Day Care**

Provides respite to caregivers and activities to individuals 62 years of age and older with dementia, Alzheimer's disease, and other related memory disorders.

Outcome

Operations at the Alzheimer's Adult Day Care were suspended for about two years and resumed in February 2023; therefore, the census is gradually increasing.

- Assisted 26 seniors
- Expenditures: \$8,185.00

- **Health and Wellness Program**

Provides health support services to fulfill the physical, mental, and social needs of residents 62 years old and older.

Outcome

There has been an increase in the number of activities offered and capacity in Program Year 2023.

- Assisted 130 seniors
- Expenditures: \$21,075.00

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets,

actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
					Strategic Plan			Program Year		
Homebuyer Assistance	Affordable Housing	CDBG: \$ 70,000	Direct Financial Assistance to Homebuyers	Households Assisted	20	7	35.00%	1	12	0.00%
Housing Rehabilitation	Affordable Housing	CDBG: \$272,787	Homeowner Housing Rehabilitated	Household Housing Unit	20	15	75.00%	4	6	150.00%
Public Improvements	Non-Housing Community Development	CDBG: \$450,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	6300	0	0.00%	2,000	0	0.00
Public Service Adult Day Care	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125	23	18.4%	0	26	
Public Service Health and Wellness	Non-Housing Community Development	CDBG: \$10,000	Public service activities for Low/Moderate Income Housing Benefit	Persons Assisted	125	133	106.40%	50	130	260%
Public Service Senior Transportation	Non-Housing Community Development	CDBG: \$35,000	Public service activities for Low/Moderate Income Housing Benefit	Persons Assisted	500	187	37.40%	50	83	166%
Rental Assistance	Affordable Housing	CDBG: \$439,442	Emergency Rental Assistance	Households Assisted	0	0	0.00%	0	0	0.00%
Utility Assistance	Affordable Housing	CDBG: \$311,298	Emergency Utility Assistance	Households Assisted	0	0	0.00%	0	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Deerfield Beach was awarded \$703,973 in CDBG funds from the U.S. Department of Housing and Urban Development

in Fiscal Year 2023-2024. The funding was allocated to the following activities as outlined in Table 1: Homeowner Rehabilitation, Purchase Assistance, Public Service activities for the senior community, Public Infrastructure, and Planning and Administration. An estimated \$140,794 was allocated to Planning and Administration.

The City was also a recipient of CDBG-CV funds, designed to assist local governments to prepare for, prevent, or respond to the health and economic impacts of the coronavirus pandemic, in the amount of \$989,121 in Program Year 2020-2021. The funding was allocated to Rental and Utility Assistance programs and program Planning and Administration.

The aforementioned activities are in alignment with the priorities identified in the Fiscal Year 2020- 2024 Consolidated Plan.

- **Priority I – Increase Access to Affordable Housing**

The City's Purchase Assistance and Homeowner Rehabilitation Programs are designed to serve low-and moderate-income households and assist with the purchase of a home or home repair, respectfully. The Rental and Utility Assistance programs funded through CDGB-CV provide financial resources to support low-and-moderate income households impacted by COVID-19.

- **Priority II – Provide for Infrastructure Improvements**

Two public infrastructure projects are currently funded through the City's CDBG allocation. A Playground improvement project was completed at a local community park and a sidewalk improvement project that commenced in Program Year 2023 and is currently in progress. The aforementioned projects will be installed in predominantly LMI neighborhoods.

- **Priority III – Increase Access to Public Services**

The public service programs funded through CDBG directly benefit the Deerfield Beach senior community who are presumed to be low-and-moderate income by HUD. The programs include health and wellness activities, transportation services, and the Alzheimer's Day Care Center operations.

In conclusion, the aforementioned activities and funding sources contribute to achieving the housing and community development needs, goals, and objectives outlined in the FY 2020-2024 Consolidated Plan and FY 2023-2024 Annual Action Plan.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	181
Black or African American	66
Asian	2
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	8
Total	257
Hispanic	47
Not Hispanic	210

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Table 2 provides an aggregate of race and ethnicity data for households assisted through the housing and public services programs. The accomplishment data from all CDBG activities are reported in HUD's Integrated Disbursement and Information System (IDIS).

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,581,404	328,672.15
Other	public - federal	244,451	280,000
Other	public - state	1,003,002	578,238.70

Table 3 - Resources Made Available

Narrative

The federal resources available for implementation of CDBG and CDBG-CV activities in Fiscal Year 2023-2024 are identified in Table 3. See FY 2023-2024 resources breakdown below:

- Fiscal Year 2023-2024 Allocation: CDBG (\$703,973.00)
- Unexpended CDBG funds from prior years: CDBG (\$734,032.94); CDBG-CV (\$431,240.05)
- Total Funding Available at the beginning of FY 2023-2024: CDBG (\$1,581,404.00); CDBG- CV (\$431,240.05)
- Expended in FY 2023-2024: CDBG (\$328,672.15); CDBG-CV (\$0)

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CityWide	20%	20%	Planning and Admin
HOMEOWNERSHIP/REHAB/BARRIER REMOVAL	52%	52%	
SENIOR PUBLIC SERVICES	5%	5%	Senior Transportation, Health and Wellness, Alzheimer's Day Care Operations
Target Area Street Infrastructure	23%	23%	Sidewalk Improvement

Table 4 – Identify the geographic distribution and location of investments

Narrative

During FY 2023-2024, the City expended funds consistent with meeting the national objective of the program. 100% of the funds were used to benefit low-and-moderate income persons. The percentage includes planning and administration.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Deerfield Beach utilizes federal and state funding to implement the initiatives outlined in the Fiscal Year 2020-2024 Consolidated Plan and Fiscal Year 2023-2024 Annual Action Plan. Federal funding is leveraged with state funding to increase the impact of the activities and projects on low- and moderate-income persons in Deerfield Beach. In Fiscal Year 2023-2024, the City leveraged \$1,308,325 from federal and state sources. See the breakdown below:

- HOME Investment Partnerships Program via Broward County Consortium - \$244,451
- Florida State Housing Initiatives Partnership Program - \$1,033,022

State Housing Initiatives Partnership (SHIP) Program

The City of Deerfield Beach receives an annual allocation through the Florida State Housing Initiatives Partnership (SHIP) program which is administered by the Florida Housing Finance Corporation (FHFC). SHIP provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and rehabilitation. The program is designed to serve very low, low- and moderate-income households and funding can be leveraged with the CDBG Program.

Home Investment Partnerships Program (HOME)

The City of Deerfield Beach has been a member of the Broward County HOME Consortium since Fiscal Year 2002, receiving an annual allocation, along with the Entitlement Cities of Tamarac, Coral Springs, Margate, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar, and Coconut Creek. The United States Congress passed the National Affordable Housing Act in 1990 which created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME). The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition and rehabilitation.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	4	11
Number of Special-Needs households to be provided affordable housing units	1	1
Total	5	12

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	7
Number of households supported through Rehab of Existing Units	4	6
Number of households supported through Acquisition of Existing Units	1	5
Total	5	18

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The housing crisis is still ongoing and there is a dire need for affordable housing in the City of Deerfield Beach. The median sales price has been increasing annually over the last few years. As of September 2024, the median sale price of a home increased by 2.2% from the previous year, according to the Broward County Property Appraiser. Additionally, inflation has increased the cost of goods and services. To combat the housing crisis and support the LMI community, the City increased its affordable housing maximum subsidy award by 40%.

The City's Purchase Assistance Program has seen a decrease in qualified applications. Only one moderate-income household was assisted through the program utilizing State (SHIP) grant funds.

The Homeowner Rehabilitation Program has been more successful as eight households, comprised of extremely low, very low and low income, have been assisted utilizing CDBG and State (SHIP) grant funds. While the City did not meet its annual goal respective to the sole use of CDBG funds, through the use of combined CDBG and State grant funds the City has surpassed its goal. CDBG funds assisted three households.

Discuss how these outcomes will impact future annual action plans.

Preserving the City's aging affordable housing stock and providing homeownership opportunities remain a top priority for the City of Deerfield Beach.

As the City's housing stock ages, a growing percentage of housing units need rehabilitation in order to remain safe and habitable. This situation is of particular concern for low- and moderate-income homeowners and seniors who are generally not in a financial position to properly maintain their homes. The age and condition of the City's housing stock is an important indicator of potential rehabilitation needs. Preservation of the physical and functional integrity of existing housing units occupied by low-and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units that are already affordable to low- and moderate-income households in the community.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual
Extremely Low-income	1
Low-income	11
Moderate-income	6
Total	18

Table 7 – Number of Households Served

Narrative Information

The Fiscal Year 2020-2024 Consolidated Plan lists affordable housing as a top priority in the City of Deerfield Beach. The City addresses worst-case needs impacting low-income persons/households through its affordable housing programs and partnership with the Deerfield Beach Housing Authority. The City also provides resources to local non-profit agencies that support low-and moderate-income households and displaced persons and/or families. Through the Homeowner Rehabilitation program, the City prioritizes repairs/modifications that increase accessibility for persons with disabilities.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Deerfield Beach is a municipality in Broward County and coordinates with Broward County's Homeless Continuum of Care to administer services to address the needs of individuals and families who are homeless or at risk of homelessness. The City consults with the Continuum of Care to determine the state of homelessness in its community, methods to combat homelessness, and identify services and programs available to citizens in need of their services. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Deerfield Beach coordinates with Broward County's Homeless Continuum of Care and partners with local nonprofit organizations and social service agencies to address emergency shelter and transitional housing needs of homeless persons in the City. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Deerfield Beach coordinates with Broward County's Homeless Continuum of Care to administer services to address the needs of individuals and families who are homeless or at risk of homelessness. The City also partners with law enforcement, nonprofit organizations, social services agencies, local hospitals, schools, and the Deerfield Beach Housing Authority to address the immediate needs of low-and-moderate income persons in the City who may be at risk of homelessness. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

Helping homeless persons (especially chronically homeless individuals and

families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As a member of Broward County Continuum of Care (CoC), the City supports Broward CoC initiatives. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Deerfield Beach collaborates closely with the Deerfield Beach Housing Authority to address the needs of public housing in Deerfield Beach. The Deerfield Beach Housing Authority actively seeks federal and state funds to rehabilitate and maintain public housing in the City.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Deerfield Beach Housing Authority (DBHA) Homeownership Program is an optional U.S. Department of Housing and Urban Development (HUD) program that permits housing authorities to assist Housing Choice Voucher (Section 8) households with the purchase of their first home. Participants in this program receive Housing Assistance Payments to use toward homeownership expenses.

The program is open to all current DBHA section 8 voucher participants who meet the eligibility requirements and guidelines. Once the eligibility requirement guidelines are met and the home is acquired, the participants will be able to receive assistance with their mortgage payments. The non-disabled head of household participant who has a 30-year mortgage is eligible for mortgage assistance for up to 15 years. The elderly and disabled head of household participant is eligible for assistance for the entire mortgage term.

DBHA offers the Family Self-Sufficiency Program (FSS). The main goal of the FSS program is to help families improve their financial situation through employment and education to achieve homeownership, entrepreneurship, and self-sufficiency.

The City of Deerfield Beach continues to support homebuyer education programs. Homeownership education explains the home purchasing process to potential home buyers. Participants are taken through each step of the home-buying process, from budgeting to loan closing. Participants learn how to calculate the amount they can afford to pay for a home, how to shop for an affordable mortgage, details associated with sales contracts and loan applications,

and basic home maintenance 8-hour certificate course.

The City of Deerfield Beach and DBHA, provide outreach, public notices, workshops, and other engagement opportunities to encourage the participation of homeownership.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

As a recipient of State Housing Initiatives Partnership funds, the City of Deerfield Beach established an Affordable Housing Advisory Committee (the “AHAC” or “Committee”) in 2008 as required by the Florida Statute Section 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City of Deerfield Beach housing activities that impact the production of affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Deerfield Beach is committed to identifying opportunities to produce and preserve affordable housing, improve housing conditions, and expand economic opportunities for its low and moderate-income population. The City shall keep apprised of and shall consider implementation of all federal, state, and local housing subsidy programs in which the City is eligible to participate. The City has increased the housing assistance subsidy awarded to low- and moderate-income persons through its affordable housing assistance programs by 40% to aid in combatting the ongoing housing crisis.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Deerfield Beach ensures that its affordable housing programs and projects comply with lead paint regulations. All appropriate lead hazard disclosures, brochures, and testing are communicated, distributed, and performed, respectively, in compliance with Federal regulations for homes built prior to 1978. Lead-based inspections are mandatory for homes constructed pre-1978 and if abatement is required, specifications by a certified lead contractor will be incorporated into the housing activity/project work write-up. These actions will prevent lead poisoning and hazards in the community.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The poverty rate in Deerfield Beach is 15.5 percent, according to the U.S. Census. The City of Deerfield Beach continues to prioritize federal and state funding for affordable housing programs and activities and economic development opportunities. Grant management is centralized in the City of Deerfield Beach Community Services Department. The Community Services Department continues to work closely with the City's Economic Development Department to identify, provide, and fund initiatives that promote job readiness and career opportunities for low- and moderate-income persons and economic expansion in the City. The City also collaborates with the Broward County Continuum of Care, Deerfield Beach Housing Authority, and other Broward County agencies to support projects and programs designed to reduce poverty in the City.

In alignment with the City's Fiscal Year 2020-2024 Consolidated Plan priorities, the City has and continues to:

- Support activities that expand the supply of housing that is affordable to low- and moderate-income households;
- Support activities that preserve the supply of decent housing that is affordable to low- and moderate-income households;
- Support a continuum of housing and public service programs to prevent and eliminate homelessness;
- Support housing preservation programs that assure low-income households have a safe, decent, and appropriate place to live; Support public services that benefit the community's seniors, youth, families, and those with special needs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Deerfield Beach Community Services Department oversees the administration of entitlement and competitive grants citywide pre and post-award. This centralized structure enables the City to strengthen relationships with departments within the City and foster collaboration with residents, public and private agencies, organizations, and grant funders to aid in identifying housing and community development needs, and opportunities to leverage federal, state, and local resources to provide decent housing, a suitable living environment and expand economic opportunities for low- and moderate-income persons in the City.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Deerfield Beach housing stock has historically been constructed by the private sector. As such, the City is committed to strengthening relationships with public and private housing and social service agencies.

The City works closely with the Deerfield Beach Public Housing Authority and utilizes its network of social service agencies to increase the impact of the City's affordable housing and public

service programs, projects, and activities. The City participates in interagency committees created to coordinate public, private, and community-based efforts to expand affordable housing and economic development initiatives. Staff in the Community Services Department attend affordable housing workshops to keep abreast of initiatives and regulations, identify best practices that can be implemented in the City, and build on existing public and private collaborations to better serve the Deerfield Beach community.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Deerfield Beach completed the following Fair Housing Activities in Fiscal Year 2023-2024:

- Shared Fair Housing information via the City's website for residents to utilize, inclusive of the contact information for Broward County Civil Rights Division and the HUD-Miami Field Office- Fair Housing and Equal Opportunity;
- Educated the public on fair housing laws and information via the City's local newspaper, and on electronic platforms such as social media;
- Maintains Fair housing posters (Spanish and English) displayed in City facilities (i.e. Community Services Department) and at the Deerfield Beach Housing Authority facility;
- Declared a Proclamation on April 2, 2024, in recognition of Fair Housing Month sharing information about its establishment;
- Hosted a presentation on Fair Housing to the public during the Affordable Housing Advisory Committee meeting on May 6, 2024; and,

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Deerfield Beach utilizes HUD's Community Planning and Development Office monitoring handbook as a guideline for monitoring the implementation of programs and activities. The handbook includes exhibits used by HUD reviewers to assess grantee compliance with program regulations, applicable federal statutes, grant requirements, and terms and conditions of the grant awards for Community Planning and Development programs.

City staff, in the Community Services Department, also participates in trainings and workshops to stay abreast of regulations, policies and procedures related to federal and state funding on an annual basis.

Timeliness

The timely expenditure of funding on eligible programs is an important element of the Consolidated Plan. Projects and activities are monitored to ensure they are implemented in a timely manner. In FY 2023 - 2024, the City met HUD's timeliness requirement.

Plan Procedures

The City of Deerfield Beach Community Services Department monitors the City's housing and community development programs to ensure statutory and regulatory requirements are met, the level of service achieved, and the information submitted to HUD's Integrated Disbursement and Information System (IDIS) is accurate and complete. Monitoring takes place at the following intervals:

- Quarterly;
- Annually; and,
- As requested by HUD.

Quarterly, City staff:

- Completes and submits HUD-required financial reporting;
- Audits sub-recipient requests for payment and/or reimbursement to ensure proper documentation was provided and expenditures are for eligible activities; and
 - ensures compliance with other program requirements, such as labor standards and fair housing laws, through in-depth monitoring and program review.

Annually, City staff:

- Evaluate each funded program and activity against the goals and objectives in the corresponding Consolidated Plan and Annual Action plan and confirm projects are on schedule to ensure timeliness;
- Prepares a Consolidated Annual Performance and Evaluation Report (CAPER) detailing the Action Plan, goals, objectives, and accomplishments; and
- Review the Citizen Participation Plan to begin creating a timeline for the development of the Action Plan, Consolidated Plan, and/or any required Public Notices and amendments.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with 24 CFR 91.105, the City of Deerfield Beach provided citizens with reasonable notice to a public meeting and an opportunity to comment on the draft CAPER, prior to adoption.

The Citizen Participation process involved the following:

CAPER

18

- Draft CAPER 15-day Public Comment Period (December 2, 2024 – December 16, 2024);
- Public Hearing to obtain public input about the draft CAPER.

The public hearing and 15-day comment period were noticed on December 2, 2024, via the Sun Sentinel, a newspaper of general circulation, and the City's website. The City made available to citizens, public agencies, and other interested parties a copy of the draft Fiscal Year 2023-2024 CAPER. A copy of the public notices is included in Appendix A.

The City did not receive any public comments.

The draft CAPER was made available at the following locations:

Community Services Department

325 NW 2nd Avenue
Deerfield Beach, FL 33441

City Website

<https://www.deerfield-beach.com/2005/Plans-Reports-Policies#CAPER>

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There has been no change in the priorities, goals and objectives of the Fiscal Year 2023-2024 Annual Action Plan and Fiscal Year 2020-2024 Consolidated Plan. The City's CDBG priorities are aligned with the Deerfield Beach community housing and community development needs. Resources available through the funded programs and activities aid in supporting low-and-moderate income households and building and sustaining viable neighborhoods. The City of Deerfield Beach continues to invest in high-quality housing development, as well as quality maintenance of the City's existing housing stock for residents.

The housing crisis and inflation have impacted the City's affordable housing programs; however, the City is taking progressive steps to educate the public about available resources through workshops, partnerships, and dissemination of information via paper and electronic platforms.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Projects completed in Program Year 2023 did not meet the \$200,000 Section 3 threshold requirement; thus, 'Total Labor Hours' is not applicable. In regards to 'Qualitative Efforts', the City ensures that Section 3 language is included in all bids related to construction. A Section 3 plan is required by all inspectors and contractors submitting a bid to participate in federal contracts procured by the City.

DRAFT



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-659

Agenda Date: 12/17/2024

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2024/2025 schedule of City Commission meetings; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

Due to a scheduling conflict, a request has been made to cancel the January 28, 2025 regular City Commission Meeting.

Recommendation

Approval is recommended.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE 2024/2025 SCHEDULE OF CITY COMMISSION MEETINGS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission wishes to amend the City Commission Meetings Schedule for Fiscal Year 2024/2025; and

WHEREAS, due to a scheduling conflict, a request has been made to cancel the January 28, 2025, regular City Commission Meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby amends the Fiscal Year 2024/2025 City Commission Meeting Schedule to cancel the January 28, 2025 regular City Commission Meeting.

Section 3. The City Commission reserves the right to further reschedule meetings, schedule special meetings or take such other actions as it deems appropriate.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to accomplish the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



FY25 City Commission Meeting Schedule

Tuesday, October 1, 2024

Tuesday, October 15, 2024

Wednesday, November 6, 2024

Tuesday, November 19, 2024

Tuesday, December 3, 2024

Tuesday, December 17, 2024

Tuesday, January 14, 2025

Tuesday, February 4, 2025

Tuesday, February 18, 2025

Tuesday, March 4, 2025

Tuesday, March 25, 2025

Tuesday, April 1, 2025

Tuesday, April 22, 2025

Tuesday, May 6, 2025

Tuesday, May 20, 2025

Tuesday, June 3, 2025

Tuesday, June 17, 2025

Tuesday, July 8, 2025

Tuesday, August 5, 2025

Tuesday, August 19, 2025

Tuesday, September 2, 2025*

Tuesday, September 16, 2025*

Tuesday, October 7, 2025

*subject to change based on budget hearing scheduling requirements



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-644

Agenda Date: 12/17/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Ferraro Law Firm, P.A. to serve as outside counsel representing the City in litigation related to the insulin pricing scheme; approving and authorizing execution of an agreement for retention of outside counsel on a contingent fee basis; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Contingent Fee Basis

Account Name: Insurance Services/Prescription Drugs

Account Number: 606-0000-366-94-20

Background/History

More than 37 million Americans, representing 11 percent of the population, have diabetes. The price of insulin has increased dramatically in the last 20 years, by up to 1000%, despite being commercially available for over 100 years, resulting in an insulin affordability crisis.

Current Activity

There is existing multi-district litigation related to the dramatic increase in the price of insulin. The City maintains self-funded health insurance plans for City employees. The purpose of this litigation is to seek reimbursement of the costs incurred for the overpayment of insulin products for members covered under the City's self-funded health insurance plan as a result of price fixing schemes between pharmaceutical manufacturers and pharmacy benefit managers (PBMs) to artificially inflate the price of insulin (the "Insulin Pricing Scheme").

The Ferraro Law Firm, P.A. (the "Law Firm") serves on the Plaintiffs' Executive Committee of the Insulin Pricing Scheme Multi-District Litigation. The enclosed Resolution approves a retainer agreement with the Law Firm to serve as outside counsel for the specific purpose of pursuing litigation to recover damages, civil penalties, attorneys' fees and costs, and all other available relief and other damages associated with the Insulin Pricing Scheme on a contingency fee basis.

The Law Firm is prepared to investigate potential claims on behalf of the City upon the signing of the Retainer Agreement. If, upon the conclusion of the Law Firm's initial investigation, it is determined there are actionable claims for insulin price fixing, the Law Firm shall bring suit on behalf of the City. The Law Firm agrees to advance all necessary litigation expenses necessary to prosecute these claims and is prepared to finance the entire litigation including all out-of-pocket expenses and disbursements and handle the lawsuit on a contingent fee basis (25%). The City will not be responsible for any costs of this litigation whether the Law Firm is successful or not.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FERRARO LAW FIRM, P.A. TO SERVE AS OUTSIDE COUNSEL REPRESENTING THE CITY IN LITIGATION RELATED TO THE INSULIN PRICING SCHEME; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR RETENTION OF OUTSIDE COUNSEL ON A CONTINGENT FEE BASIS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, more than 37 million Americans, representing 11 percent of the population, have diabetes; and

WHEREAS, the price of insulin has increased dramatically in the last 20 years, by up to 1000%, despite being commercially available for over 100 years, resulting in an insulin affordability crisis; and

WHEREAS, the City maintains self-funded health insurance plans for City employees; and

WHEREAS, the purpose of filing a lawsuit in the Insulin Pricing Multi-District Litigation (“MDL”) is to recover damages suffered by the City as a result of manufacturers and pharmacy benefit managers’ (“PBMs”) scheme to artificially inflate the price of insulin (referred to herein as the “Insulin Pricing Scheme”); and

WHEREAS, the City Commission desires to retain outside counsel who serve on the Plaintiffs' Executive Committee of the Insulin Pricing Scheme MDL for the specific purpose of pursuing litigation to recover damages, civil penalties, attorneys’ fees and costs, and all other available relief and other damages associated with the Insulin Pricing Scheme on a contingency fee basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Ferraro Law Firm, P.A. to serve as outside counsel representing the City in the MDL Litigation related to the Insulin Pricing Scheme, at the direction of the City Attorney.

Section 3. The Insulin Litigation Retainer Agreement with the Ferraro Law Firm, P.A., attached as Exhibit “A”, for representation of the City in the Insulin Pricing Scheme litigation on a contingent fee basis is hereby approved, and the City Attorney and City Manager are authorized to execute the Retainer Agreement, attached as Exhibit “A”, together with such non-substantial

changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are hereby authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

INSULIN LITIGATION RETAINER AGREEMENT

The City of Deerfield Beach, Florida ("Client") and The Ferraro Law Firm P.A. ("Law Firm"), hereby agree that the Law Firm shall serve as attorneys for Client to investigate and pursue civil remedies against parties, individuals and/or corporations for wrongs and injuries suffered by Client arising from insulin price fixing practices.

The Law Firm has both the financial and legal resources to provide Client with the highest level of representation. The Law Firm is prepared to investigate potential claims on behalf of Client upon the signing of this Retainer Agreement ("Agreement"). If upon the conclusion of the Law Firm's initial investigation it is determined there are actionable claims for insulin price fixing, the Law Firm shall bring suit on behalf of Client. The Law Firm is prepared to finance the entire litigation including all out-of-pocket expenses and disbursements and handle the lawsuit on a contingent fee basis. This guarantees that Client will not be responsible for any costs of this litigation whether the Law Firm is successful or not.

The purpose of this litigation is to seek reimbursement of the costs incurred for the overpayment of insulin products for members covered under the Client's self-funded health insurance plan as a result of price fixing schemes between pharmaceutical manufacturers and pharmacy benefit managers (PBMs).

1. CONTINGENCY FEE PERCENTAGE, COSTS, FEE/COST CAPS: In consideration, Client agrees to pay twenty-five percent (25%) of any total gross recovery in favor of the Client as attorneys' fees whether the claim is resolved by compromise, settlement, or judgment. The gross recovery shall be calculated on the amount obtained before the deduction of litigation costs and expenses. Client grants the Law Firm an interest in a fee based on the gross recovery. **There is no fee if there is no recovery.**

The Law Firm agrees to advance all necessary litigation expenses necessary to prosecute these claims. The litigation expenses may include, but will not be limited to, court costs and filing fees, process serving fees, investigators' fees, product investigation and testing fees, trial related expenses, including but not limited to, audiovisual, court reporter, exhibits, expert witnesses, demonstrative aids, and computer research charges. **These Litigation expenses will only be incurred if they pertain directly to Client's claim. Additionally, there is no reimbursement of litigation expenses if there is no recovery.**

With respect to travel costs and travel-related expenses, the Law Firm agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous travel related costs and fees.

At the conclusion of the matter, Client will have the right to receive and approve a closing statement before a fee is deducted. The statement will list all of the financial details of the entire case, including the amount recovered, an itemized list of all expenses incurred, and a precise statement of the Law Firm's fees.

To be clear, the Law Firm shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Client and the Law Firm agree to make a good faith effort to seek a monetary payment in any settlement that includes a non-monetary equitable remedy.

2. FEDERAL MULTIDISTRICT LITIGATION: The litigation authorized by this Agreement may become part of a Federal Multidistrict Litigation ("MDL") docket, on which one or more attorneys from the Law Firm currently serve on plaintiff management or executive committees, performing work that benefits multiple clients of the Law Firm, as well as clients of other attorneys involved in similar litigation. As a result, the court where an MDL is pending may order that one or more Law Firms is to receive additional compensation for time and effort which has benefitted all claimants in the MDL. Compensation for this work and effort, known as "common benefit work," may be awarded to the Law Firm and paid out of the MDL court's assessments against settlements, including settlements on behalf of Client and others who have filed claims that are pending in the MDL court. This common benefit compensation is separate and distinct from any fees or costs owed under this Agreement.

3. CONTACT COUNSEL AND COMMUNICATION WITH CLIENT: The Law Firm shall appoint a contact person to keep Client reasonably informed about the status of the matter in a manner deemed appropriate by Client. The identity of the contact person designated by the Law Firm may change over the course of the investigation and litigation to best match the contact person with the stage of investigation and litigation and to best meet the needs of Client. Client at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation. Client, acting through its City Attorney, shall be the ultimate decision maker on all matters relating to the investigation and/or litigation, including whether to file litigation and whether and what terms to settle such litigation. The Law Firm shall consult with and obtain the approval of Client, acting through its City Attorney, concerning all important issues regarding the investigation, litigation, and any settlement, including but not limited to the complaint and all dispositive motions, selection of consultants, experts and other professional services, discovery, pre-trial proceedings, trial, and settlement offers, demands, or negotiations. The Law Firm shall consult with and obtain the approval of the City Attorney, or the City Attorney's designated alternate contact, prior to making or releasing any press release, news release, media release, press statement or public statements regarding Client's role in or position on this litigation or any matters related thereto.

4. CLOSING STATEMENT: Upon conclusion of this matter, the Law Firm shall provide Client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to Client and the method of its determination. The closing statement shall specify the matter in which the compensation was determined under the Agreement, any costs and expenses deducted by the Law Firm from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 4-1.5 (f)(5) of the Florida Rules of Professional Conduct. The closing statement shall be signed by Client and each attorney among whom the fee is being divided.

5. ASSOCIATION WITH ADDITIONAL ASSOCIATE COUNSEL: Weiss Serota Helfman Cole & Bierman, P.L. shall serve as associate counsel. The Law Firm may retain additional associate counsel to assist with litigation pursuant to this Agreement. Any additional associate counsel selected by the Law Firm shall be subject to Client's approval. Client shall not be responsible for any additional costs or fees for any associate counsel, all of whom shall be compensated by Law Firm out of the contingency fee described in Section 1 of this Retainer Agreement.

6. STATUTE OF LIMITATIONS: I understand that the Statute of Limitations period for the case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. RESULTS NOT GUARANTEED: No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter.

8. INSURANCE: During the performance of services under this Agreement, the Law Firm shall maintain the following insurance coverage. All insurance policies shall be written by an insurance company authorized to do business in the state of Florida. The Law Firm shall procure and maintain, for the life of this Agreement either Professional Liability Insurance or equivalent Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on an "Occurrence" basis, however, if the Law Firm's coverage is on a "Claims Made" basis, Client will accept such coverage as long as the Law Firm shall maintain a "retroactive date" prior to or equal to the effective date of this Agreement. The Certificate of Insurance shall evidence whether the coverage is on an "Occurrence" or "Claims Made" basis, and if the coverage is on a "Claims Made" basis, the Certificate of Insurance must also evidence the "retroactive date" of coverage. The minimum limits of coverage shall be \$1,000,000 per occurrence with a deductible of no more than \$10,000. A Certificate of Insurance shall be forwarded by the Law Firm to the City Attorney.

9. LOCAL GOVERNMENT REQUIREMENTS:

I. Scrutinized Companies

- A. Pursuant to Section 287.135, the Law Firm is ineligible to enter into, or renew, this Agreement if the Law Firm is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Agreement, the Law Firm certifies that the Law Firm is not on the Scrutinized Companies that Boycott Israel List, and that the Law Firm is not engaged in a boycott of Israel.
- C. The Law Firm shall notify Client if, at any time during the term of this Agreement, the Law Firm is placed on the Scrutinized Companies that Boycott Israel List, or that the Law Firm

is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Law Firm to Client within ten (10) days of the date of such occurrence.

- D. In the event Client determines, using credible information available to the public, that the Law Firm has submitted a false certification or the Law Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, Client may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against the Law Firm, pursuant to Section 287.135, Florida Statutes. In addition, Client may pursue any and all other legal remedies against the Law Firm.
- E. The Law Firm shall not seek damages, fees, or costs against Client in the event Client terminates the Agreement pursuant to this provision.

II. E-Verify

By entering into this Agreement, the Law Firm becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Law Firm, the Law Firm may not be awarded a public contract for a period of 1 year after the date of termination. Should the Law Firm violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by Client as a result of the termination of the Agreement.

III. Public Records

A. Client is a public agency subject to Chapter 119, Florida Statutes. This Agreement requires The Law Firm to provide services, and therefore the Law Firm shall comply with Section 119.0701, Florida Statutes. Specifically, the Law Firm shall:

- 1) Keep and maintain all public records related to the performance of the services.
- 2) Upon request from Client's custodian of public records, provide Client 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3) 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 the Agreement term and following completion of the Agreement.

4) Upon completion or other termination of the Agreement, keep and maintain the public records required by Client to perform the services. The Law Firm shall meet all applicable requirements for retaining public records set out in Florida law.

5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to Client all records that were stored electronically by the Law Firm, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.

B. The failure of the Law Firm to comply with the provisions set forth in this Article, or to comply with Client's request for records, shall constitute a default and breach of this Agreement, and Client shall, in its discretion, pursue any and all remedies against the Law Firm provided for under this Agreement or at law.

IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4218, WEB.CLERK@DEERFIELD-BEACH.COM OR MAILING ADDRESS 150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441.

I certify and acknowledge that I have had the opportunity to read this Agreement and have answered any questions pertaining thereto. I further state that I have voluntarily entered into this Agreement fully aware of the terms and conditions. This contract may be cancelled by written notification to the attorney at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the Law Firm has advanced funds to others in representation of Client, the firm is entitled to be reimbursed for such amounts as the attorneys have reasonably advanced on behalf of the client.

SIGNED AND ACCEPTED ON THIS _____ day of _____, 2024.

CITY OF DEERFIELD BEACH, FLORIDA

By: _____

Name:

Position:

THE FERRARO LAW FIRM, P.A.

By: _____

Name:

Position:



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-635

Agenda Date: 12/17/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a sixth work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for professional engineering services for post-construction physical and biological monitoring and permitting services in an amount not to exceed \$179,871.40 for the City's 50% share of the cost; providing for execution and an effective date. (Funds from Account #399-4553-539-65-30 - CIP-Infrastructure - Joint Beach Renourishment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$179,871.40

Account Name: CIP - Infrastructure - Joint Beach Renourishment

Account Number: 399-4553-539-65-30

Current Activity

This scope of work is for professional services to support the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) in continuing to conduct the permit required physical and biological monitoring pursuant to the Settlement Agreement between the City and the Town. The tasks for this phase of the project include winter and summer Physical and Biological monitoring, including a post-construction juvenile sea turtle survey. Under Task 4, the consultants will initiate permitting for the next beach renourishment project for the City and Town's beaches currently planned for the 2027/2028 construction season. Finally, this proposal will also provide Intergovernmental Coordination and Support that assists the City in securing 50% reimbursement from the State's Local Government Funding Request (LGFR) grant program.

Recommendation

Staff recommends that the City Commission approve and authorize execution of the Work Authorization with Coastal Protection Engineering, LLC, for permit required monitoring services.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SIXTH WORK AUTHORIZATION WITH COASTAL PROTECTION ENGINEERING, LLC AND THE TOWN OF HILLSBORO BEACH FOR PROFESSIONAL ENGINEERING SERVICES FOR POST CONSTRUCTION PHYSICAL AND BIOLOGICAL MONITORING AND PERMITTING SERVICES IN AN AMOUNT NOT TO EXCEED \$179,871.40 FOR THE CITY'S 50% SHARE OF THE COST; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, on October 8, 2020, the City of Deerfield Beach (the "City") and the Town of Hillsboro Beach (the "Town") entered into a settlement agreement to settle the litigation between the Town and City (the "Settlement Agreement"); and

WHEREAS, the City of Deerfield Beach (the "City") and the Town of Hillsboro Beach (the "Town") jointly issued Request for Qualifications #21-15-JW (the "RFQ") for Beach Nourishment Coastal Engineering Services (the "Services"), which was advertised in the legal notices section of the Sun-Sentinel on January 15, 2021; and

WHEREAS, on April 6, 2021, pursuant to the RFQ, the City and Town entered into an agreement with Coastal Protection Engineering, LLC ("Coastal Protection") for beach renourishment coastal engineering services (the "Agreement"); and

WHEREAS, on April 15, 2021, the City, Town, and Coastal Protection entered into a work authorization for Phase I services for the beach renourishment project; and

WHEREAS, the Settlement Agreement calls for semi-annual beach conditions surveys, which may be used to document storm impacts if the project area is to be affected by a Tropical Storm or Hurricane that results in a declared disaster; and

WHEREAS, on May 17, 2022, the City Commission approved the Second Work Authorization for physical monitoring of the Settlement Agreement project area in an amount not to exceed \$29,938.50 for the City's share of the cost for the services, and the City, Town and Coastal Protection thereafter entered into the Second Work Authorization; and

WHEREAS, on January 24, 2023, the City Commission approved the Third Work Authorization for Phase II Construction Phase Services for the beach renourishment project (the "Project") for a lump sum fee of \$366,927.50, to be split 50/50 between the City and Town (\$183,463.70 each); and

WHEREAS, on June 6, 2023, the City Commission approved the Fourth Work Authorization for post construction biological monitoring services in an amount not to exceed \$39,427.20 for the City's 50% share of the cost for the services, and the City, Town and Coastal

Protection thereafter entered into the Fourth Work Authorization; and

WHEREAS, on October 17, 2023, the City Commission approved the Fifth Work Authorization for preliminary engineering services for project design and post-construction biological monitoring services in an amount not to exceed \$231,986.15 for the City's 50% share of the cost for the services, and the City, Town and Coastal Protection thereafter entered into the Fifth Work Authorization; and

WHEREAS, the existing U.S. Army Corps of Engineer permit requires physical and biological monitoring services during the winter and summer, and a post-construction juvenile sea turtle survey (the "Monitoring Phase"); and

WHEREAS, in accordance with the Settlement Agreement, the next joint beach renourishment project is planned for the 2027/2028 construction season, which requires initiating the permit process with County, State and Federal permitting agencies (the "Permitting Phase"); and

WHEREAS, Coastal Protection provided a proposal to the City and Town for the Monitoring Phase and the Permitting Phase services for a lump sum fee of \$359,742.80, to be split 50/50 between the City and Town (\$179,871.40 each); and

WHEREAS, the City desires to issue a sixth work authorization to Coastal Protection under the terms of the Agreement and the proposal attached as Exhibit "A" to the Sixth Work Authorization in an amount not to exceed \$179,871.40 for the City's 50% share of the cost for the Monitoring Phase and Permitting Phase Services; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Coastal Protection, attached as Exhibit "1", (the "Sixth Work Authorization") in an amount not to exceed \$179,871.40 for the City's 50% share of the cost of the Monitoring Phase and Permitting Phase Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Sixth Work Authorization with Coastal Protection, attached as Exhibit "1", for the Monitoring Phase and Permitting Phase Services in an amount not to exceed \$179,871.40 for the City's 50% share of the cost.

Section 3. The Mayor and Interim City Manager are hereby authorized to execute the Sixth Work Authorization with Coastal Protection, attached as Exhibit "1", consistent with the terms of the Agreement, together with such additional terms as are acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

SIXTH WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH, THE TOWN OF HILLSBORO BEACH AND COASTAL PROTECTION ENGINEERING, LLC FOR PHYSICAL AND BIOLOGICAL MONITORING, SURVEYING AND PERMITTING SERVICES

This Work Authorization (the “Work Authorization”) is entered into this ____ day of _____, 2024, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, (hereinafter referred to as “City”), the Town of Hillsboro Beach, Florida, with its principal business address located at 1210 Hillsboro Mile, Hillsboro Beach, FL 33062, (hereinafter referred to as “Town”), and Coastal Protection Engineering, LLC, a Florida limited liability company with its business address located at 5301 N. Federal Highway, Suite 335, Boca Raton, FL 33487, hereinafter referred to as “Consultant”.

RECITALS

WHEREAS, Consultant is a pre-qualified Consultant of the City and Town pursuant to RFQ No. 21-15-JW and the Continuing Contract between the City, Town and Consultant, dated April 15, 2021 (the “Continuing Contract”); and

WHEREAS, the City, the Town and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of the Continuing Contract and this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City, Town and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

Consultant agrees to perform certain professional services for the City and Town, as specifically described in the scope of services attached as Exhibit “A” to this Work Authorization, which by this reference is incorporated into this Work Authorization in its entirety, (the “Services”) during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

In consideration for the Services to be performed by Consultant, the City and Town agree to pay Consultant in an amount not-to-exceed **\$359,742.80** as further detailed in Exhibit “A.” Compensation due to the Consultant shall be invoiced and payable as provided in the Continuing Contract. In the event of City’s and Town’s termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City and Town shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City’s and Town’s termination of this Work Authorization.

SECTION 3
TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until completion of the Services (the “Term”), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4
TERMINATION OF WORK AUTHORIZATION

City and Town may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve any party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5
CONTINUING CONTRACT TERMS AND CONDITIONS

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City, Town and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6
INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City or Town. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's and Town's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7
INDEMNIFICATION / HOLD HARMLESS CLAUSE

In Consultant's performance of Services under this Work Authorization, Consultant shall indemnify, defend and hold harmless the City and Town, and the respective officers, employees, agents and instrumentalities, to the full extent provided for in the Continuing Contract.

SECTION 8
INSURANCE AND BONDING

8.1 Consultant shall procure and maintain insurance in accordance with the insurance requirements set forth in the Continuing Contract.

- 8.2 This Work Authorization shall not be deemed approved until the Consultant has obtained all insurance required under the Continuing Contract and has supplied the City and Town with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

SECTION 9

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City and Town, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City and Town.

SECTION 10

MISCELLANEOUS

Consultant shall, without additional expense to the City or Town, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11

AUDIT AND INSPECTION RIGHTS

- 11.1 The City and Town may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 11.2 The City and Town may, at reasonable times during the term hereof, perform such inspections, as the City and Town deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization and the Continuing Contract. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's and Town's representatives.

SECTION 12

AMENDMENTS AND ASSIGNMENT

- 12.1 This Work Authorization together with the Continuing Contract constitutes the entire agreement between Consultant, City and Town and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.

- 12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City and Town, which may be withheld or conditioned in the City's and Town's sole discretion.

SECTION 13 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Article 10.12 of the Continuing Contract.

SECTION 14 **GOVERNING LAW AND VENUE**

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16 **NON-DISCRIMINATION**

Consultant represents and warrants to the City and the Town that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17
PUBLIC RECORDS

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City and Town contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and Town and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City and Town.

SECTION 18
HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06(13), Florida Statutes, as Consultant is a nongovernmental entity, Consultant is required to attest that it does not use coercion for labor or services. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 19
SEVERABILITY

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**SIXTH WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH,
THE TOWN OF HILLSBORO BEACH AND COASTAL PROTECTION
ENGINEERING, LLC FOR PHYSICAL AND BIOLOGICAL MONITORING,
SURVEYING AND PERMITTING SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH

ATTEST:

Heather Montemayor, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

By: _____
Bill Ganz, Mayor

This ____ day of _____, 2024.

TOWN

THE TOWN OF HILLSBORO BEACH

Attest:

City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the Town of
Hillsboro Beach only:

Donald J. Doody, Town Attorney

By: _____

This ____ day _____, 2024.

CONSULTANT

COASTAL PROTECTION ENGINEERING,
LLC, a Florida corporation

By: Lindino Benedet
Name: Lindino Benedet
Title: Principal

This 4th day of December, 2024.

EXHIBIT A
SCOPE OF SERVICES



COASTAL PROTECTION ENGINEERING
5301 N. FEDERAL HWY, SUITE 335
BOCA RATON, FL 33487
561-565-5100

November 19, 2024

Sent Via Email

Patrick Bardes
Coastal & Waterway Coordinator
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

Mac Serda
Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Re: RFQ # 21-15-JW - Proposal to Conduct 2024/2025 Physical Monitoring, 2025 Biological Monitoring, Preliminary Permitting, Intergovernmental Coordination and Funding Support

Dear Mr. Bardes and Mr. Serda:

This proposal is being provided in response to your request for Coastal Protection Engineering LLC (CPE) to conduct professional coastal services for the Settlement Agreement Project Area for the City of Deerfield Beach (Deerfield) and Town of Hillsboro Beach (Hillsboro) under the Contract approved pursuant to RFQ # 21-15-JW. Post-construction physical and biological monitoring will be conducted in compliance with project permits and a preliminary engineering report will be developed in support of the future Settlement Agreement beach renourishment as detailed in the attached Scope of Work (Exhibit A). Monitoring data and accompanying reports will be delivered to Deerfield, Hillsboro and regulatory agencies as required by permit and the related conditions of the Settlement Agreement.

The total cost for these services is to be provided for a Lump Sum fee of \$359,742.80 as detailed in the attached Fee Proposal (Exhibit B) to be invoiced monthly based on percent complete by task. CPE will perform these services in accordance with the Rate Schedule and Terms and Conditions of the governing Contract dated April 6, 2021. We respectfully request that each municipality provide a written Notice to Proceed or corresponding Purchase Order for CPE to commence work in their respective amounts of \$179,871.40 to reflect the equal share of Soft Costs per the Settlement Agreement. Likewise, we will arrange our invoices to each municipality accordingly.

Thank you for the opportunity to continue to serve Deerfield and Hillsboro. If you have any questions, please feel free to contact me directly at 631-896-9137.

Sincerely,

Tara Brenner, P.G., P.E.
Senior Coastal Engineer
Coastal Protection Engineering LLC
Mobile: 631-896-9137
tbrenner@coastalprotectioneng.com

cc: Chad Grecsek, City of Deerfield Beach
Thomas Pierro, P.E., D.CE. CPE
Stacy Buck, CPE



Exhibit A – Scope of Services

Task 1: 2024/2025 Physical Monitoring of Settlement Agreement Project Area

This task includes the services to conduct physical monitoring surveys of the Settlement Area Project to satisfy semi-annual beach condition survey requirements of the Settlement Agreement and post-construction survey requirements in Florida Department of Environmental Protection (FDEP) and Broward County (County) permits. All survey work will be conducted by CPE's survey subconsultant Morgan & Eklund, Inc. (M&E) under the direct supervision of a licensed Florida Professional Surveyor and Mapper and will be in accordance with 5J-17 F.A.C. and the March 2014 BBCS Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100.

Winter 2024 Physical Monitoring Survey

In Winter 2024, beach profile surveys will be conducted to document beach conditions throughout the project area. Thirty-nine (39) beach profiles from the northern County line to the Hillsboro Inlet will be collected to satisfy post-construction permit requirements for the 2023 beach nourishment project and to satisfy the semi-annual survey requirements of the Settlement Agreement. All profiles will be full profiles extending from the landward side of upland vegetation to approximately 3,000' offshore, beyond the depth of closure (approximately -20' NAVD).

Should the beach be impacted by a Tropical Storm or Hurricane that results in a declared disaster during the 2024 storm season, the data may also serve as a post-storm condition survey in support of state and/or federal disaster relief claims.

A beach conditions report consisting of shoreline and volume changes by monitoring reach, plotted beach profiles, ASCII XYZ files, control tabulation, and survey certification will serve as the deliverable for this task. The CPE Team will be available to present and discuss beach conditions at a Deerfield and Hillsboro Commission meeting at Deerfield or Hillsboro's request.

Summer 2025 Physical Monitoring Survey

In Summer 2025, beach profile surveys will be conducted to document beach conditions throughout the project area. FDEP Permit No. 0289706-001-JC and Broward County permit DF14-1082 require post-construction beach surveys for physical monitoring of the beach nourishment project. Thirty-nine (39) beach profiles from the northern County line to the Hillsboro Inlet will be collected to satisfy post-construction permit requirements for the 2023 beach nourishment project and to satisfy the semi-annual survey requirements of the Settlement Agreement. All profiles will be full profiles extending from the landward side of upland vegetation to approximately 3,000' offshore, beyond the depth of closure (approximately -20' NAVD).

A physical monitoring report consisting of shoreline and volume changes by profile between the relevant monitoring surveys, discussion of project performance, plotted beach profiles, ASCII XYZ files, control tabulation, and survey certification will serve as the deliverable. While this data will be available as a pre-storm survey for a future declared disaster, storm impact coordination, assessments and reporting are



not included in this Scope. The CPE Team will be available to present and discuss the results of the physical monitoring report at a Deerfield and Hillsboro Commission meeting at Deerfield or Hillsboro's request.

Task 2: Winter 2025 Biological Monitoring

The FDEP permit (0289706-015-JN) specifies that when sand is placed within the authorized template between R-5 and R-12+400, the Biological Monitoring Plan approved on July 29, 2010, shall be implemented. The 2010 Biological Monitoring Plan developed for the Hillsboro/Deerfield Beach project requires pre- and post-construction biological monitoring adjacent to the project area to monitor for potential secondary impacts to nearshore natural hardbottom. The permit-required tasks described in Task 2 include the Post-Construction V Juvenile Sea Turtle Survey. This survey will be conducted in winter 2025.

Post-Construction V Juvenile Sea Turtle Survey

Juvenile sea turtle monitoring is designed to estimate the juvenile sea turtle utilization of nearshore hardbottom in the vicinity of the project before and after construction. The monitoring involves towed divers observing the nearshore hardbottom and documenting the presence of juvenile sea turtles. Two shore parallel transects will be established between R-3 and R-15. The nearshore hardbottom in this area is 200 to 300 feet wide. In the areas where the hardbottom is 300 to 600 feet wide, one additional diver tow will be conducted along the centerline of the hardbottom in a north south direction.

The transect lines will be based on the mapped boundaries of the nearshore hardbottom and will be pre-plotted in a HYPACK navigation and hydrographic surveying system. Two in-water divers will be towed approximately 8 meters behind the boat, which will be moving at a slow speed. The divers will visually scan the area and report the sea turtle sightings to on-vessel personnel, who will then mark a DGPS location fix for that site. The species of each juvenile sea turtle observed, location, as well as the behavior observed (swimming, resting, or feeding) will be recorded.

All turtle sightings recorded will be plotted onto a recent aerial of the area to create a map. A Post-Construction V report will be provided that compares pre- and post-construction observations. The report will detail any notes regarding species and behavior observed during the surveys.

Task 3: Summer 2025 Biological Monitoring

The permit-required tasks described in Task 3 include the 2-Year Post-Construction Nearshore Hardbottom Edge Mapping tasks. These will be conducted in Summer 2025.

2-Year Post-Construction Biological Monitoring

2-Year Post-Construction Nearshore Hardbottom Edge Mapping

The nearshore hardbottom edge will be mapped by divers from R-1 to R-13. The nearshore hardbottom edge is defined as the western border of exposed hardbottom areas, or the position of the landward most visible border between sand and hardbottom defined by emergent biota, ignoring isolated mobile rubble in the midst of sand. A two-person dive team will follow the nearshore edge while towing a buoy with a survey-grade DGPS, which transmits continuous positions to HYPACK hydrographic survey

software on board the survey vessel. The divers will follow the inshore contour of the hardbottom-sand interface.

The position of the 2-Year Post-Construction Hardbottom Edge will be provided as an ESRI feature class and will be presented in the 2-Year Post-Construction Biological Monitoring Report.

2-Year Post-Construction Nearshore Hardbottom Transect Monitoring

Ten transects were established during the 2010 baseline survey between R-1 and R-15. These transects will be monitored during the 2-Year Post-Construction biological monitoring event of the 2023 nourishment project. The transects extend east for 150 meters or until 5 meters west of the east edge of the hardbottom, whichever is less. Pins were previously installed every 10 meters. If a pin cannot be found, it will be re-installed during monitoring event when possible.

At each of the 10 nearshore transects, a survey tape will be secured to the pin established at the west end (0 m) of the transect and stretched east to the eastern end of the transect. Biologists will conduct the following assessments at each nearshore transect:

1. Video documentation
2. Interval sediment depth measurements
3. Line-intercept for hardbottom
4. Quadrat assessments

2-Year Post-Construction Biological Monitoring Report

A comprehensive report detailing the findings of the 2-Year Post-Construction Biological Monitoring event will be submitted to the regulatory agencies within 90 days after survey completion. Raw data will be submitted to FDEP within 60 days of survey completion. The report will compare the post-construction conditions to the 2010 baseline conditions and will include the following components:

- A map with recent aerial photography that includes the project template, the baseline and most recent nearshore hardbottom edge, and transect locations
- Data (tabular and graphical) on sedimentation along the transects
- Comparative analysis of hardbottom exposure and sediment depth
- Quantitative data on major benthic biological components (percent cover)
- Statistical evaluation and comparison of the data collected along the transects presenting changes in community composition/abundance between the baseline and post-construction surveys
- Copies of representative photographs and all videos in their original format

Task 4: Permit Applications

Under Task 4, The CPE Team will initiate permitting for the next beach renourishment of Deerfield and Hillsboro beach currently planned for the 2027/2028 construction season. The CPE Team will prepare for and present the proposed project details at pre-application video conferences with County, State, and Federal permitting agencies. Meeting minutes will be prepared and distributed following pre-application RFQ # 21-15-JW - Proposal to Conduct 2024/2025 Physical Monitoring, 2025 Biological Monitoring, Permit Applications, Intergovernmental Coordination



meetings. Permitting efforts under this assignment will include applications to FDEP, Broward County and USACE for beach renourishment within Deerfield and Hillsboro beaches. Responses to Requests for Additional Information (RAIs) and agency support throughout the permit review process are not included in this permit application Task and may be performed under a future scope of work.

Initial submittal of permit applications or permit modification requests to FDEP, USACE, and Broward County are planned as part of this work. Broward County and FDEP permits for this project expire in 2025 and will require new or modified permits pending agency guidance. The Department of the Army permit issued in 2023 will need to be modified to authorize the revised beach design and other project updates as appropriate. Permit applications will include permit sketches illustrating the proposed project design, updated biological monitoring plan, geological information related to proposed beach nourishment sand sources, and a presentation of pertinent physical and biological monitoring data.

Engineers will refine the beach design developed during the preliminary engineering efforts based on project goals, agency input, and updated physical and biological monitoring datasets as they become available. Once the design is accepted by Deerfield and Hillsboro, The CPE Team will develop permit sketches to present the revised beach design, sand sources, and other relevant project details to the permitting agencies as part of the applications.

There are currently two Biological Monitoring Plans (BMPs) that apply to the Deerfield/Hillsboro project areas. During preliminary coordination efforts, regulatory staff have indicated that one BMP needs to be developed that can be implemented for any level of project that may be built within the Deerfield/Hillsboro Beach project area (for example: storm repair, full renourishment, truck haul and/or dredging). CPE will develop a new BMP in coordination with FDEP biologists and submit as part of the new permit applications.

It is anticipated that this application will present information from previously authorized sand sources: Borrow Area 1, Boca Ebb Shoal, and 4 upland sand mines. The CPE team may also propose additional upland sand sources for permitting; however, identification and design of additional in-water borrow sources are outside the scope of this proposal.

Baseline benthic assessment and ESA listed coral species surveys are expected to occur in 2026 or 2027 pending ongoing agency coordination and project construction schedules; therefore, these efforts are not included in this scope of work. This proposal also assumes that ESA-Listed Species Surveys for queen conch will be a pre-construction requirement and are outside the scope of this proposal. If a conch survey is deemed necessary for the permitting of the proposed project, CPE will be available to provide these services under a mutually agreed upon supplemental work assignment.

The Erosion Control Line (ECL) established in 1998 extends from R-6 in Deerfield Beach to R-13 in Hillsboro Beach. Extension of the ECL further to the north is likely to be required to accommodate the refined beach design but the extent will be dependent upon agency review. Coordination for extending the ECL will begin with this initial permitting phase and is likely to continue into future scopes of work as the timing for establishment of an ECL within the extension area must occur within 6 months of construction per State requirements.

RFQ # 21-15-JW - Proposal to Conduct 2024/2025 Physical Monitoring, 2025 Biological Monitoring, Permit Applications, Intergovernmental Coordination



It is understood that the FDEP is assessing potential mitigation requirements due to previous nourishments. Since no formal communication has been made regarding mitigation requirements, the scope of this proposal does not include mitigation design and reef siting. If additional mitigation-related calculations, coordination, reef design or siting is deemed necessary for permitting, these services may be provided under a mutually agreed upon supplemental work assignment as part of a future RAI phase.

During the course of the engineering and permitting efforts, The CPE Team will be available to support Deerfield and Hillsboro with both scheduled and impromptu meetings or presentations that may arise relating to the renourishment program. This may include, but is not limited to, responding to staff and Commission requests, preparation of memorandums, assembling and analyzing existing documents and information, preparing for and/or participating in conference calls, site visits, meetings and/or presentations, planning, and coordination with state, and federal entities as requested up to the limit of effort estimated.

Submittal of permit applications or permit modification requests to Broward County, FDEP, and USACE will serve as the deliverables for Task 4. It is assumed that Deerfield and Hillsboro will pay the permit application fees directly as determined by the regulatory agencies. Permitting the project may take up to 2 years of agency review and coordination. CPE will endeavor to submit permit applications by Fall 2025 and will provide follow up coordination with regulatory staff during agency review under future scopes of work. CPE will communicate progress to Deerfield and Hillsboro throughout the course of the work.

Task 5: Intergovernmental Coordination & Support

Under Task 5, the CPE Team will support Deerfield and Hillsboro with intergovernmental coordination and funding support. Intergovernmental coordination may include attendance at commission meetings, conference calls, meetings, presentations, review of technical documents prepared by others, miscellaneous coordination, and staff support for implementation of intergovernmental and local agreements. In pursuit of cost sharing opportunities, The CPE Team will be available to support Deerfield or Hillsboro in their funding-related discussions with State, federal, or County project partners.

The CPE Team will draft the FY 2026/2027 Local Government Funding Request for Deerfield and Hillsboro review and submittal to the FDEP Beaches Funding Program in Summer 2025. We will also assist Deerfield and Hillsboro in their coordination with Broward County, FDEP and/or FEMA for potential project cost reimbursement or cost sharing. Professional coastal funding support may include attending conference calls and providing general technical support (i.e., project description, construction details, cost estimates, etc.) at the City or Town's request up to the limit of effort proposed.

Coordination with the City of Boca Raton and the Hillsboro Inlet District, and their consultants, will be continued by the CPE Team to further discussions of regional sand management and other items that may benefit the Settlement Agreement Project area. The CPE Team will work with the Town of Hillsboro Beach's appointed representative to the Hillsboro Inlet District and may attend District or City of Boca Raton meetings and report back to Deerfield and Hillsboro staff on coastal items. Intergovernmental coordination may also include discussions related to sediment budgets, management of material accumulated in the sand trap or inlet channels, and regionalization of future projects.

RFQ # 21-15-JW - Proposal to Conduct 2024/2025 Physical Monitoring, 2025 Biological Monitoring, Permit Applications, Intergovernmental Coordination



Exhibit B - Fee Proposal

The Scope of Services presented in Exhibit A will be performed for a Lump Sum fixed price as shown in the fee estimate below. The work will be invoiced monthly on a percent-complete basis shared equally (50/50) between the City of Deerfield Beach (Deerfield) and Town of Hillsboro Beach (Hillsboro) as “Soft Costs” defined by the Settlement Agreement. The services will be conducted in accordance with the terms and conditions of the Contract between Coastal Protection Engineering LLC (CPE) and Deerfield and Hillsboro dated April 6, 2021.

Please issue the Purchase Order and/or Notice to Proceed in the name of our licensed contracting entity, Coastal Protection Engineering LLC, and reference the contract under which we are performing these services. The approved rates, classifications, and fee estimate build up are presented below. Should the project require additional services not included in this proposal, CPE will coordinate with Deerfield and Hillsboro to amend the scope of services with a mutually agreeable revision. Additional services can be provided under a future phase proposal upon request.



COASTAL PROTECTION ENGINEERING
5301 N. FEDERAL HWY, SUITE 335
BOCA RATON, FL 33487
561-565-5100

City of Deerfield Beach and Town of Hillsboro Beach

RFQ #21-15-JW: 2024/2025 Physical Monitoring, 2025 Biological Monitoring and Permit Applications for the Settlement Agreement Project

Fee Proposal – November 19, 2024

Task No.	Description	Task Total	Labor						Materials	Sub-Consultants			
			Principal Engineer	Project Manager	Senior Marine Biologist	Coastal Engineer	Junior Coastal Engineer	Junior Coastal Scientist	CAD/GIS	SCUBA Equipment & Insurance	Moffat & Nichol, Inc.	CSA	Morgan & Eklund, Inc.
			(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Diver/Day)	(Direct Costs)	(Direct Costs)	(Direct Costs)
1	2024/2025 Physical Monitoring	\$116,074.00	4	8		32	8			\$44,220.00		\$54,800.00	
2	Winter 2025 Biological Monitoring	\$14,315.40		2	28			12	2		\$7,534.00		
3	Summer 2025 Biological Monitoring	\$74,808.90		4	172			112	6	12	\$32,819.00		
4	Permit Applications	\$108,433.00	42	84	108	100	20	90	64		\$35,010.00		
5	Intergovernmental Coordination & Funding Support	\$46,111.50	56	56	26	48	4	4	8		\$10,025.00		
Total =			102	154	334	180	32	218	80	14	\$89,255.00	\$40,353.00	\$54,800.00
Rate =			\$256.00	\$166.00	\$152.00	\$125.00	\$100.00	\$95.00	\$90.00	\$60	1.1	1.1	1.1
Cost =			\$26,112.00	\$25,564.00	\$50,768.00	\$22,500.00	\$3,200.00	\$20,710.00	\$7,200.00	\$840.00	\$98,180.50	\$44,388.30	\$60,280.00
Total Labor Cost =		\$156,054.00											
Total Materials Cost =		\$840.00											
Total Sub-Consultants Costs =		\$202,848.80											
Total Project Costs =		\$359,742.80											
Coastal Protection Engineering LLC													



COASTAL PROTECTION ENGINEERING

5301 N. FEDERAL HWY, SUITE 335

BOCA RATON, FL 33487

561-565-5100

Rate Schedule for RFQ 21-15-JW **Coastal Protection Engineering LLC** **March 2021**

I. Labor Rates

Labor Classification

Principal Engineer	\$256.00
Principal Coastal Scientist	\$256.00
Program Manager	\$180.00
Project Manager	\$166.00
Senior Coastal Engineer	\$166.00
Senior Marine Geologist	\$166.00
Senior Coastal Scientist	\$163.00
Senior Marine Biologist	\$152.00
Coastal Engineer	\$125.00
Coastal Modeler	\$110.00
Junior Coastal Engineer	\$100.00
Junior Coastal Scientist	\$95.00
CAD / GIS Operator	\$90.00
Engineering Intern / Technician	\$72.00

II. Reimbursable Costs*

Cost Classification

Mileage	\$0.575 / mile
SCUBA Diving	\$60 / diver / day
Equipment	Per Purchase Order
Direct Costs	Per Purchase Order
Sub-Consultants	10% of Cost

**Subject to terms and conditions of Contract and applicable Work Authorization and the following specific exclusions:*

- 1. Travel costs within Broward County to project sites and client offices.*
- 2. Incidental costs for set-up and hosting of conference call or virtual meetings.*
- 3. Miscellaneous contract administration costs such as task order development and negotiations.*



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-582

Agenda Date: 12/17/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to Deerfield Beach Little League, Inc. in the amount of \$18,000.00 to support the youth baseball programs in the City; providing for implementation, conflicts, severability and an effective date. (Funds from Account #100-720-72002-0000-503914- Athletic Program Supplement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$18,000

Account Name: Athletic Program Supplement

Account Number: 100-720-72002-0000-503914

Background/History

Deerfield Beach Little League, Inc. (the "Little League") is a not-for-profit corporation that provides youth baseball programs for youth ages 3 to 15 years old (the "Youth Baseball Programs"). The City owns and operates certain facilities that are suitable for use by the Little League for its youth baseball programs (the "Youth Programs"). On April 25, 2023, the City and the League entered into a Facility Use and Grant Agreement to provide for the Little League's use of certain City facilities and provide for an \$18,000 grant to the Little League to support Youth Programs within the City. The initial agreement was for a one year term with the option to renew for two additional one year renewal options by the City Manager. The Agreement was renewed on December 4, 2023 and expires on December 31, 2024. On May 7, 2024, the City Commission adopted policy guidelines for the donation of funds by city departments, to charitable and public purpose non-profit organizations. The Little League applied for an \$18,000.00 grant and the conditions of the grant include, certificate of IRS W-9, Certificate of Insurance, proposed itemized budget, board of directors, article of incorporation and entity name. The Department of Parks and Recreation reviewed the grant request in accordance with the policy guidelines, and Little League Baseball Inc. is currently in compliance with all terms of the grant.

Current Activity

The funding for the Little League for FY 2025 was approved in the budget. The attached renewal for facility use and grant agreement is being forwarded to the City Commission for approval of the \$18,000.00 grant request.

Recommendation

Staff recommends approval of an \$18,000 grant to support Little League's operation of fall and spring baseball and softball.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF A COMMUNITY PARTICIPATION GRANT TO DEERFIELD BEACH LITTLE LEAGUE, INC. IN THE AMOUNT OF \$18,000.00 TO SUPPORT THE YOUTH BASEBALL PROGRAMS IN THE CITY; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Deerfield Beach Little League, Inc. (the “League”), is a Florida not-for-profit corporation that provides youth baseball programs for youth ages 3 to 15 years old (the “Youth Baseball Programs”); and

WHEREAS, on April 25, 2023, the City and the League entered into a Facility Use and Grant Agreement (the “Agreement”) for the League to use City facilities, including the Middle School Athletic Complex, Pioneer Park, Oveta McKeithen Recreational Complex, Quiet Waters Elementary School Field, and Deerfield Beach High School to conduct its Youth Baseball Programs; and

WHEREAS, the Agreement authorizes the City Manager to extend the term of the Agreement for up to two additional one-year terms concluding December 31, 2024, and December 31, 2025, respectively, prior to the end of the then existing term upon mutual written agreement of the parties, and the League has requested renewal of the Agreement through December 31, 2025; and

WHEREAS, the League has submitted a grant application and budget proposal to the City and has requested funding to support the Youth Programs within the City in the amount of \$18,000.00 for the 2025 season; and

WHEREAS, on May 7, 2024, the City Commission adopted policy guidelines for donation of funds administered by city departments other than the Department of Community Services to charitable and public purpose non-profit organizations serving the Deerfield Beach Community; and

WHEREAS, the Department of Parks and Recreation reviewed the League’s application in accordance with the policy guidelines and recommends that the City Commission approve the \$18,000.00 grant to the League, subject to the terms and conditions of the Agreement, to support the Youth Baseball Programs within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve an \$18,000.00 grant to the League to support the Youth Baseball Programs in the City for the 2025 season (the “Youth Sports Grant”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission finds that the Youth Sports Grant to the League in the amount of \$18,000.00 to support the Youth Baseball Programs, subject to the terms and conditions of the Agreement, serves the public interests of the City and hereby approves the Youth Sports Grant.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including execution of a renewal of the Agreement for the 2025 Youth Baseball Programs seasons.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER, MONTEMAYOR, CITY CLERK

RENEWAL FOR FACILITY USE AND GRANT AGREEMENT

THIS RENEWAL AGREEMENT is entered into by and between the City of Deerfield Beach, a Florida municipal corporation ("City") and Deerfield Beach Little League, Inc., a Florida not-for-profit corporation ("Licensee"), as follows:

WITNESSETH:

WHEREAS, the City and Licensee entered into a Facility Use and Grant Agreement (the "Agreement"), dated April 25, 2023, for Licensee to provide Youth Baseball Programs (the "Programs") within the City and receive a Community Participation Grant related to the Programs pursuant to Resolution No. 2023/068; and

WHEREAS, the initial Agreement term was for a one (1) year period with the option to renew for two (2) additional one-year renewal options by the City Manager; and

WHEREAS, the parties renewed the Agreement on December 4, 2023 and the Agreement will expire on December 31, 2024; and

WHEREAS, Licensee applied for the FY 2025 Community Participation Grant in the amount of \$18,000.00 to support the Programs and such grant award was reviewed by the Department of Parks And Recreation in accordance with the City's Grant Policy and requires City Commission approval; and

WHEREAS, the City has determined that it is beneficial to renew the Agreement for the second and final one (1) year period commencing on January 1, 2025 and Licensee has agreed to such renewal under the same terms and conditions of the Agreement dated April 25, 2023 with modifications to the Scope of Services related to the dates and times of the Little League Season; and

WHEREAS, renewal of the Agreement is in the best interest of the City; and

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The Agreement is hereby renewed for the second and final one-year renewal period commencing on January 1, 2025 and expiring on December 31, 2025 under the same terms and conditions of the original Agreement and Exhibit "B", unless otherwise terminated pursuant to the terms of the original Agreement.
- Section 3.** In accordance with the Agreement, the Programs to be provided by Licensee shall now be held on the dates and times set forth in Exhibit "A" attached hereto and said Exhibit "A" replaces the Exhibit "A" of the original Agreement.
- Section 4.** The parties agree that, except as expressly amended herein, all terms, conditions, and specifications of the original Agreement shall remain the same and in full force and effect, and shall apply to all services and Programs performed by the Licensee from the date of execution of the Agreement through the expiration of the renewal term.

RENEWAL FOR FACILITY USE AND GRANT AGREEMENT WITH DEERFIELD BEACH LITTLE LEAGUE, INC.

RENEWAL FOR FACILITY USE AND GRANT AGREEMENT WITH DEERFIELD BEACH LITTLE LEAGUE, INC.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

CITY OF DEERFIELD BEACH

By: _____
RODNEY BRIMLOW, INTERIM CITY MANAGER

Date: _____, 2024.

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
for the use of and reliance by the City of Deerfield Beach,
Florida, only:

ANTHONY C. SOROKA, CITY ATTORNEY

LICENSEE

ATTEST:

Corporate Secretary

Witness
Print Name: _____

Witness)
Print Name: _____

Deerfield Beach Little League, Inc.

By: Kristin Champagne
Signature

Print Name: Kristin Champagne

Title: President

Date: 12/4/24

EXHIBIT "A"

SCOPE OF SERVICES

Providing the opportunity to participate in baseball and softball to all children in the community. Create a youth baseball and/or softball program built on life lessons, socialization, and sportsmanship that benefits all of the children and the adult volunteers in the community. Promote, develop, supervise, and through proper guidance and exemplary leadership, the Little League program assists children in developing the qualities of citizenship, discipline, teamwork and physical well-being.

Typical Little League Season:

Field Times: Nightly games beginning any time after 5:00 PM and a (no new inning curfew after 9:00 PM) Lights, fields, and parking lot will be closed no later than 10:00 PM.

Saturday: Games beginning at 8:00 AM to 4:00 PM unless special permission is granted by Parks and Recreation Department for example Opening Day or Tournaments etc.

Registration will begin in January, with a full day Saturday, which would involve usage of two fields for evaluations to level teams and assist with drafting in accordance with Little League Procedures.

Field Availability to begin in February at the various parks to begin practicing for season.

Opening Day last weekend in February or 1st weekend in March, to allow for an 18-20 game schedules depending on number of teams.

Spring Season from March 1 to June 30, including practice, playoffs and Tournaments.

In addition to Spring Baseball, Little League will operate Fall Baseball and Softball. The Fall season will run from August to October to include practice, regular season and playoffs.

Field Times: Weeknight games beginning at 6:00pm (no new inning curfew after 9:00pm). Tuesday and Thursday, field (4) will be restricted for City programming.

Saturday games beginning at 9:00am to 4:00pm, unless special permission is granted by Parks and Recreation Department for example Opening Day or Tournaments etc. Lights, fields, and parking lot will be closed no later than 10:00 PM.

Registration will begin in July with field availability beginning in August at the Middle School Athletics Complex with a full day Saturday, which would involve usage of two fields for evaluations to level teams and assist with drafting in accordance with Little League Procedures. Little League will be responsible for registration.

Permitted Areas are as follows:

Middle School Athletic Complex
501 SE 6th Avenue
Deerfield Beach, FL 33441

Pioneer Park
222 NE 2nd Avenue
Deerfield Beach, FL 33441

Oveta McKeithen Recreational Complex
445 SW 2nd Street
Deerfield Beach, FL 33441

Quiet Waters Elementary School Field
4150 West Hillsboro Blvd.
Deerfield Beach, FL 33442

Deerfield Beach High School
910 SW 15th Street
Deerfield Beach, FL 33441

*This location is scheduled around the availability of the High School due to programming



EXHIBIT 1:
COMMUNITY PARTICIPATION GRANT
BUDGET SHEET

NAME OF ORGANIZATION:

Please complete the itemized budget sheet below for the Community Participation Grant - please do not include personnel costs in budget calculations

ITEM	ITEM DESCRIPTION	QUANTITY NEEDED	UNIT COST	TOTAL COST
Uniform	Hat, shirt, belt, pant, socks	300	\$75	\$22,500
GRAND TOTAL				

2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N22000010384

Entity Name: DEERFIELD BEACH LITTLE LEAGUE INC.

Current Principal Place of Business:

501 SE 6TH AVE
DEERFIELD BEACH, FL 33441

Current Mailing Address:

2661 NE 51ST COURT
LIGHTHOUSE POINT, FL 33064 US

FEI Number: 65-0796379

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CHAMPAGNE, KRISTIN
2661 NE 51ST COURT
LIGHTHOUSE POINT, FL 33064 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: KRISTIN CHAMPAGNE

03/29/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name CHAMPAGNE, KRISTIN
Address 2661 NE 51ST COURT
City-State-Zip: LIGHTHOUSE POINT FL 33064

Title VP
Name CHARTIER, CHRIS
Address 2910 NE 40TH CT
City-State-Zip: LIGHTHOUSE POINT FL 33064

Title SEC
Name SIRACUSA, JASON
Address 1515 S FEDERAL HIGHWAY SUITE 103
City-State-Zip: BOCA RATON FL 33432

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHAMPAGNE, KRISTIN

KRISTIN CHAMPAGNE

03/29/2024

Electronic Signature of Signing Officer/Director Detail

Date



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-640

Agenda Date: 12/17/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Gurri Matute, P.A. to provide professional design and engineering services for the Constitution Park Community Center Project in an amount not to exceed \$257,473.90; providing for execution and an effective date. (Funds from Account #399-7035-572-65-30 - CIP-Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$257,473.90

Account Name: CIP - Infrastructure

Account Number: 399-7035-572-65-30

Background/History

The Constitution Park Community Center was built over 20 years ago and is the oldest in Deerfield Beach. It has been identified as a facility that requires excessive maintenance and repair in order to keep it functional. To improve its functionality, address safety concerns, enhance accessibility, and better serve the evolving needs of the community, staff proposed the re-development of the community center in the FY26 Capital Improvement Budget. Funds are budgeted in the FY25 Capital Improvement Budget to provide for professional services in the development of a Design Criteria Package to be utilized in the bid package for the design/build of the community center in FY26.

Current Activity

Gurri Matute PA submitted the attached scope of services for development of a Design Criteria Package which will include a schematic design phase, design development phase, opinion of probable cost, meetings with both city leadership and the community, bid phase support and design phase oversight. City staff reached out to three companies listed under the City's master CCNA continuing services contract. Those companies included Gurri Matute, Walters Zackria Associates, and Synalovski Romanik Saye, LLC. Gurri Matute was deemed to be the most qualified firm for the project by the evaluation committee made up of the Director of Parks and Recreation, Assistant Director of Parks and Recreation, and City Engineer.

Recommendation

Staff recommends City Commission approval of the Work Authorization and the necessary appropriations.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH GURRI MATUTE, P.A. TO PROVIDE PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR THE CONSTITUTION PARK COMMUNITY CENTER PROJECT IN AN AMOUNT NOT TO EXCEED \$257,473.90; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, Constitution Park Community Center (the “Center”) was built over 20 years ago and is the oldest in Deerfield Beach; and

WHEREAS, in order to improve the Center’s functionality, address safety concerns, enhance accessibility and better serve the needs of the community, the redevelopment of the Center was proposed in the FY 2026 Capital Improvement Budget (the “Project”); and

WHEREAS, in order to facilitate the Project in FY 2026, it is necessary to develop a design criteria package for the Project and obtain related professional design and engineering services, which will include a schematic design phase, design development phase, opinion of probable cost, meetings with both City leadership and the community, bid phase support and design phase oversight, construction phase with owner representation, and additional community meetings as necessary (collectively, the “Services”); and

WHEREAS, the Department of Parks and Recreation (the “Department”) has determined it is necessary to retain a professional design and engineering firm to perform the Services, including developing the Design Criteria Package for the redevelopment of the Center; and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional design and engineering services on an as needed basis, including a continuing contract with Gurri Matute, P.A. (“Gurri”) dated April 12, 2021, and renewed through April 11, 2025 (the “Continuing Contract”); and

WHEREAS, the Department reviewed the qualifications and experience of the City’s continuing contractors and determined Gurri is the most qualified firm for the required Services for the Project; and

WHEREAS, the Department requested a proposal from Gurri for the Services and negotiated a project scope and fee in the amount of \$257,473.90 with Gurri, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to Gurri under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$257,473.90; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Gurri, attached as Exhibit “1”, in an amount not to exceed \$257,473.90 for the Services for redevelopment of the Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Work Authorization with Gurri, attached as Exhibit “1”, for the Services to be utilized for the redevelopment of the Center in an amount not to exceed \$257,473.90.

Section 3. The Interim City Manager is hereby authorized to execute the Work Authorization with Gurri, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND GURRI
MATUTE FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES RELATED
TO CONSTITUTION PARK COMMUNITY CENTER PROJECT**

This Work Authorization is entered into this ____ day of _____, 2024, by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City") and Gurri Matute, P.A., a Florida Profit corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract beginning April 12, 2021 pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

WHEREAS. the Continuing Contract has been renewed by the parties for a one-year period expiring on April 11, 2025; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" of this Work Authorization .

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant the lump sum fee in an amount not-to-exceed \$257,473.90 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's

termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4

TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5

TERMINATION OF WORK AUTHORIZATION

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6

CONTINUING CONTRACT

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7

INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8

INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract

Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.
- 9.2 General
- 9.2.1 The Consultant shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
- 9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

9.2.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability

coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 10 **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11 **MISCELLANEOUS**

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12 **AUDIT AND INSPECTION RIGHTS**

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13
AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15
GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability,

political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18 **PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19 **HUMAN TRAFFICKING AFFIDAVIT**

In accordance with Section 787.06(13), Florida Statutes, as Consultant is a nongovernmental entity, Consultant is required to attest that it does not use coercion for labor or services. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 20 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 21 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 22 **JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation

of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida

ATTEST:

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, Interim City Manager

This ____ day of _____, 20____.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

Attest:

By: _____
Signature

Corporate Secretary

Name: Daphne Gurri
Title: President/Owner

Witnesses:

This 27 day of November, 2024

Signature

Print Name: _____

Signature

Print Name: _____

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional design and engineering services for the development of a Design Criteria Package for the redevelopment of the Constitution Park Community Redevelopment Center located at 2841 W. Hillsboro Boulevard, Deerfield Beach, Florida.

Background: The existing community center will be demolished to make way for a new, larger community center. The community center is expected to be a single-story structure around 5,000 SF to 6,000 SF. The total project budget is approximately \$6M including both soft costs and construction costs. This proposal is for the proposed design of a single-story structure. The design of the new community center is not required to be a resiliency hub, or storm shelter, nor is it required to have emergency power.

BASIC SERVICES

1. Schematic Design Phase
 - a. Attend Kick-off Meeting / Site Visit
 - b. Attend Environmental Services Meeting
 - c. Preparation of the Schematic Design
 - i. Development of Programming & Adjacencies
 - ii. Site Plan Design – parking lot re-design to accommodate new additional parking spaces, including ADA compliance.
 - iii. Schematic Design Package
 1. Architectural Building Design – floor plan, reflected ceiling plan, roof plan, exterior elevations, building sections
 2. Preliminary life safety plan
 3. Preliminary civil engineering design narrative & preliminary layout
 4. Structural design – narrative and diagrams
 5. Mechanical design – narrative with diagrams of proposed HVAC systems & locations
 6. Electrical design – narrative, preliminary layout of power/data location
 - iv. One (1) 3D Rendering
 - d. Meeting to present to City leadership
 - e. One (1) community meeting – attended by the Architect
 - f. Incorporation of one (1) round of comments from the City
2. Design Development Phase
 - a. Preparation of the Design Development Package
 1. Architectural Building Design – updated site plan, updated floor plan, reflected ceiling plan, roof plan, exterior elevations, building sections, interior elevations, preliminary door and window schedules
 2. Life Safety design updated – occupancy classification, exit calculations, etc.
 3. Selection of Materials & Finishes
 4. Civil engineering design – proposed utilities location, site drainage, locations of site improvements- handicap & pedestrian routes, etc, proposed right of way and parking circulation
 5. Landscape Architectural & Irrigation Design –

- selection of plant material and irrigation requirements for proposed improvements
- 6. Structural design – foundation plans, roof framing plans, preliminary column, foundation and wall schedules
- 7. Mechanical Design – proposed layouts for HVAC ductwork and equipment layout, preliminary sizing of units
- 8. Electrical Design – lighting, power plans, site electrical plan,
- 9. Plumbing Design – proposed plumbing layout
- 10. Fire Protection Design – proposed layout and preliminary calculations
- ii. Opinion of Probable Construction Cost (OPCC) using AACE Recommended Practice 56R-08, as Class 5.
- b. Meeting to present to City leadership
- c. Incorporation of one (1) round of comments from the City
- 3. Procurement of Other Services
 - a. Procurement & Coordination of the Asbestos Survey of the existing building to be demolished.
 - b. Procurement & Coordination of the Geotechnical Testing.
 - c. Procurement & Coordination of the Topographic and Underground Utilities Survey

OPTIONAL ADDITIONAL SERVICES

- 1. Bid Phase
 - a. Response to questions from the Design Build Team. (All disciplines)
 - b. Provide assistance to the City to evaluate the Bids received and provide comments and recommendations. (All disciplines)
- 2. Design Phase Oversight
 - a. Oversee the Design Build Team's work to ensure that the intent of the proposed design is met. One (1) review of the 50% CD's and (1) review of the 100% CD's prepared by the Design Builder's A/E. Our team will review their contract documents and provide comments on the design intent and if it follows the design build criteria package we prepared. This is not a quality control review of another A/E's work – only review of the design intent.
- 3. Construction Phase (Owner Representative)
 - a. Provide a project representative to attend all the bi-weekly OAC meetings, prepare site visit reports, review contractor's pay applications, review construction progress to see if it meets the intent of the D/B criteria package, prepare minutes of all meetings with the contractor, review change orders on behalf of the City and make recommendations to the City; assist the City's PM as required. Duration of construction is 12 months. The effort is limited to 12 hours/week for 52 weeks.
- 4. Community Meetings: Attend additional community meetings, if required by the City. (attendance by only the architect)

Professional Fees

Basic Services	Percentage of fee:	
Schematic Design	15%	\$79,538.10
Design Development	20%	\$106,050.80
TOTAL DESIGN DEVELOPMENT LUMP SUM FEE:	35%	\$185,588.90
Procurement & Coordination of Other Services		
Asbestos Report (\$2,800 plus \$420.00 coordination fee)		\$3,220.00
Geotechnical Testing (\$4,450 plus \$670 coordination fee)		\$5,120.00
Topographic and Utilities Survey (\$8,300 plus \$1,245 coordination fee)		\$9,545.00
SUBTOTAL:		\$17,885.00
Optional Services		
Bid Phase		\$18,000.00
Design Phase Oversight		\$36,000.00
Construction Phase (Owner Representation)		\$102,960.00
Additional Community Meetings, if required.		\$3,000/meeting

Lump Sum Fee: (\$185,588.90 + \$17,885.00 + \$18,000.00 + \$36,000.00 = \$257,473.90)

General:

- The project scope will be completed in one (1) phase. Phasing plans are not included in the scope.
- Design Criteria Package (DCP) constitutes general design guidelines and site-specific requirements that shall be adhered to by the Design/Build team during the design and construction phases of the Project.
- Permitting tasks such as preparation of submittal packages, coordination and processing with agencies having jurisdiction are not included in this scope.
- This scope of services does not include public outreach, rezoning, special permits, variances or conditional uses.
- There are existing trees on site; tree removal/relocation is required; the permitting agency is the City of Deerfield Beach. The City shall supply a tree survey and arborist report at the commencement of the services.
- No off-site roadway or utility improvements/extensions are included in the fee proposal.
- Existing utilities of sufficient size, depth, pressure and capacity are available and accessible adjacent to the site and will serve as the source for accommodating the project. Design of a sanitary lift station(s) is not included in this scope

Client Provided Information

In order for GMPA to commence services, we will require the following from Client before the services begin:

- Tree Survey
- Arborist report
- PDFs of all the existing buildings (original plans & subsequent additions)
- Any pertinent documents such as environmental reports, etc.

CITY OF DEERFIELD BEACH

Professional Services for Development of Design Criteria Package for the Re-development of the Constitution Park Community Center

Date:
July 12, 2024

GURRIMATUTE



GURRIMATUTE

July 12, 2024

City of Deerfield Beach
Mr. Greg Warner, CPRE
Director of Parks and Recreation
954.480.4483
gwarner@deerfield-beach.com

RE: Professional Services for Development of Design Criteria Package for the Re-development of the Constitution Park Community Center

Dear Mr. Warner,

We are pleased to submit our professional services for development of design criteria package to City of Deerfield Beach for the Constitution Park Community Center project. The enclosed package demonstrates our proven experience, proven approach, and our proven team.

Proven Experience.

Our firm's experience includes almost three decades of working with municipal, county and federal clients including the City of Miami, City of Coral Gables, Village of Palmetto Bay, City of Miami Beach, Miami-Dade County, and the Department of Defense. From new construction to complex repairs and remodeling and emergency services, we have worked on a variety of projects including the preparation of Design/Build Criteria Packages.

Proven Team.

The City of Deerfield Beach will receive top-quality service from a highly experienced team led by Daphne I. Gurri, AIA, RID, LEED AP, NCIDQ, Principal/Owner of Gurrimate. Ms. Gurri will serve as the main point of contact and oversee design direction to ensure consistent and high-quality design. As Project Coordinator, Angel Tamayo, ACP, Assoc. AIA, brings extensive experience in Design/Build criteria package preparation. In addition, Co-owner and Principal, Jose G. Matute, AIA, RID, LEED AP, CGC, will review all deliverables for QA/QC.

Our team was specifically selected for this project based on their knowledge, expertise, and availability in the preparation of Design/Build Criteria Packages and design of community centers. Our chosen consultants for this project include OCI Associates, LLC (MEP/FP Engineering), Miller Legg (Civil Engineering), Eastern Engineering (Structural Engineering), and Global Construction Estimating, Corp (Cost Estimating). These firms are proven and trusted consultants with whom we have worked with on multiple projects.

Our team has the capacity to meet all deadlines and will design to meet the City's established budget. Our team will work together with all stakeholders in the community, from the City and any consultants to solve problems and focus on a collaborative team effort.

We sincerely appreciate your thoughtful consideration of the Gurrimate Team for this project.

Sincerely,



Daphne I. Gurri, AIA, RID, LEED AP
Owner & Principal of Gurri Matute PA

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Proposed Project Team

Firm Overview

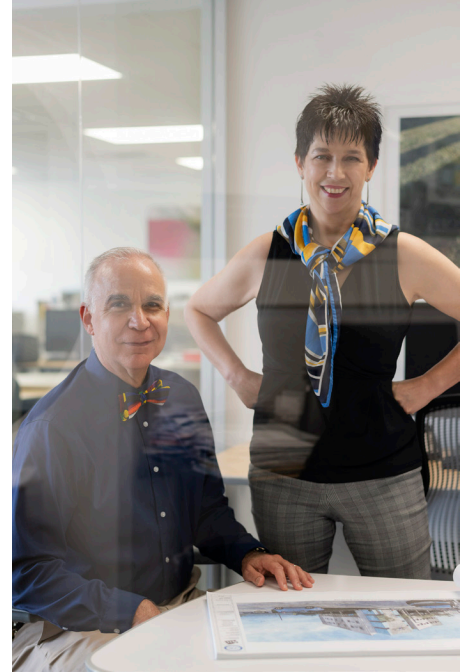
Gurri Matute PA (Gurrimatute) is an award-winning, quality-driven **architectural and interior design** firm committed to providing first-rate results and exceptional service.

Daphne I. Gurri – Principal and Owner – initially founded Gurrimatute as a sole proprietorship under her own name in 1996, with José G. Matute – Principal and Owner – later joining as Partner to officially form Gurri Matute PA in 2000.

Our team of architects, interior designers, construction administrators, LEED professionals, project managers, and design professionals, deeply believes in the authentic and genuine storytelling that comes alive in the spaces we design. We not only pinpoint and create new brands for our clients, but also bring existing brands further to life by studying and understanding each client's core visions/values (which we later develop and express using the manipulation of light, sound, color and space).

Collaborating is at the heart of Gurrimatute's creative process. Our company culture celebrates and encourages our entire team working together as an integrated unit, beginning with the design charrette and planning phases, and ending with construction completion and user occupancy.

Our end-goal is always to identify, strategize and conceptualize unique and innovative design solutions for each one of our clients. Gurrimatute makes this happen by regularly adopting new technologies, utilizing industry-best products, and implementing cutting-edge design trends and professional approaches. This method allows us to consistently offer the best solutions to the most challenging and non-intuitive of projects... time and time again.



We do technical.
We do creativity.
We collaborate.
***We grasp problems
with two hands.***

28 years

Established in 1996, Gurrimatute is celebrating it's 28th year in business.

85%

As a testament to our exceptional service, 85% of our clients are repeat clients.

SBE/MBE/DBE

Gurrimatute is certified as SBE, MBE and DBE in the State of Florida and holds Small Business Certification with other counties in Florida.

Our Team

We have chosen a team that is **proven** — not only through our first-hand experience, but also through their extensive work with various municipalities. We can attest to our team's expertise, proven ability to deliver projects, and commitment to providing timely and cost-effective resources.

OCI Associates, LLC

Founded in 1987, OCI Associates serves clients by providing mechanical, electrical, IT/AV, lighting, plumbing, and fire protection engineering; building commissioning services; and construction administration. Headquartered in Orlando, with branch offices in Fort Pierce, Fort Myers, West Palm Beach, Tampa, Washington D.C., Miami, Dallas, San Francisco, and Sarasota, OCI Associates continues its commitment to excellence and advancement in professional engineering design.

OCI Associates offers a talented staff with extensive experience in the design of new and renovation projects for corporate offices, commercial buildings, laboratories, higher education campuses, K-12 facilities, public/municipal facilities, correctional institutions, medical offices, industrial complexes, residential/mixed-use, retail, sports facilities, and governmental facilities. The staff of professionals, each with



Trish & Dan Bell Chapel at Florida International University by Gurrmatute, Miller Legg and Eastern Engineering, Inc.

diverse education and experience, allows the company to offer an enthusiastic team approach to every project undertaken.

With a particular emphasis on community centers and recreational facilities, OCI Associates has an impressive portfolio of over 300 government design projects across Florida. These projects span from local community centers to large-scale sports complexes and public parks, featuring amenities such as multipurpose spaces, fitness rooms, classrooms, arts & crafts spaces, offices, computer labs, gymnasiums, indoor & outdoor sporting courts, sporting fields, pavilions, aquatic centers, splash pads, and more. These community hubs serve as vibrant spaces for community gatherings, entertainment, and leisure, reflecting OCI Associates' commitment to fostering community spirit and engagement through thoughtful design.

OCI Associates offers a wide variety of services including complete design, specification, and construction

administration of systems for heating-ventilating-and-air conditioning (HVAC); electrical systems including power, lighting, fire alarm, security, telecommunications, and information transport systems; plumbing systems including medical gases; and fire protection systems for both high-rise and low-rise structures. Additionally, OCI Associates provides facility master plans, studies, and client-requested peer reviews of existing designs for enhanced quality control.

Eastern Engineering, Inc.

Eastern Engineering Group is a woman-owned firm founded in 2005 that provides structural engineering and civil engineering services. Their firm is unique because it incorporates five different engineering departments under one firm. These departments include Structural Engineering, Civil Engineering, Specialty Engineering for Structural Components, Specialty Engineering for Windows and Doors, and a Structural Inspections Department. The hard work and dedication of their experienced professionals, added to their understanding of the engineering

industry has given the company the opportunity to become a respected firm today, particularly in the Miami-Dade area.

Miller Legg

Miller Legg is a statewide award-winning consulting firm that brings together the elements of environmental wetlands consulting, landscape architecture, planning, engineering, surveying, and GIS services. Established in 1965, has office locations in Miami, Sunrise (corporate headquarters), Port St. Lucie and Tampa.

Miller Legg works successfully to improve communities and create environments for a variety of clients. Client sectors include municipal and county government, transportation, healthcare, education, federal and international. This offers our clients a firm of seasoned professionals who are leaders in the Florida consulting industry.

The firm has completed numerous municipal, county, state, and federal projects ranging from neighborhood parks, recreation and open space, parks master plans, neighborhood improvement and redevelopment projects, educational facilities site planning, and cemeteries to aviation facilities, regional water and sewer utilities, streetscapes, and streets and highways.



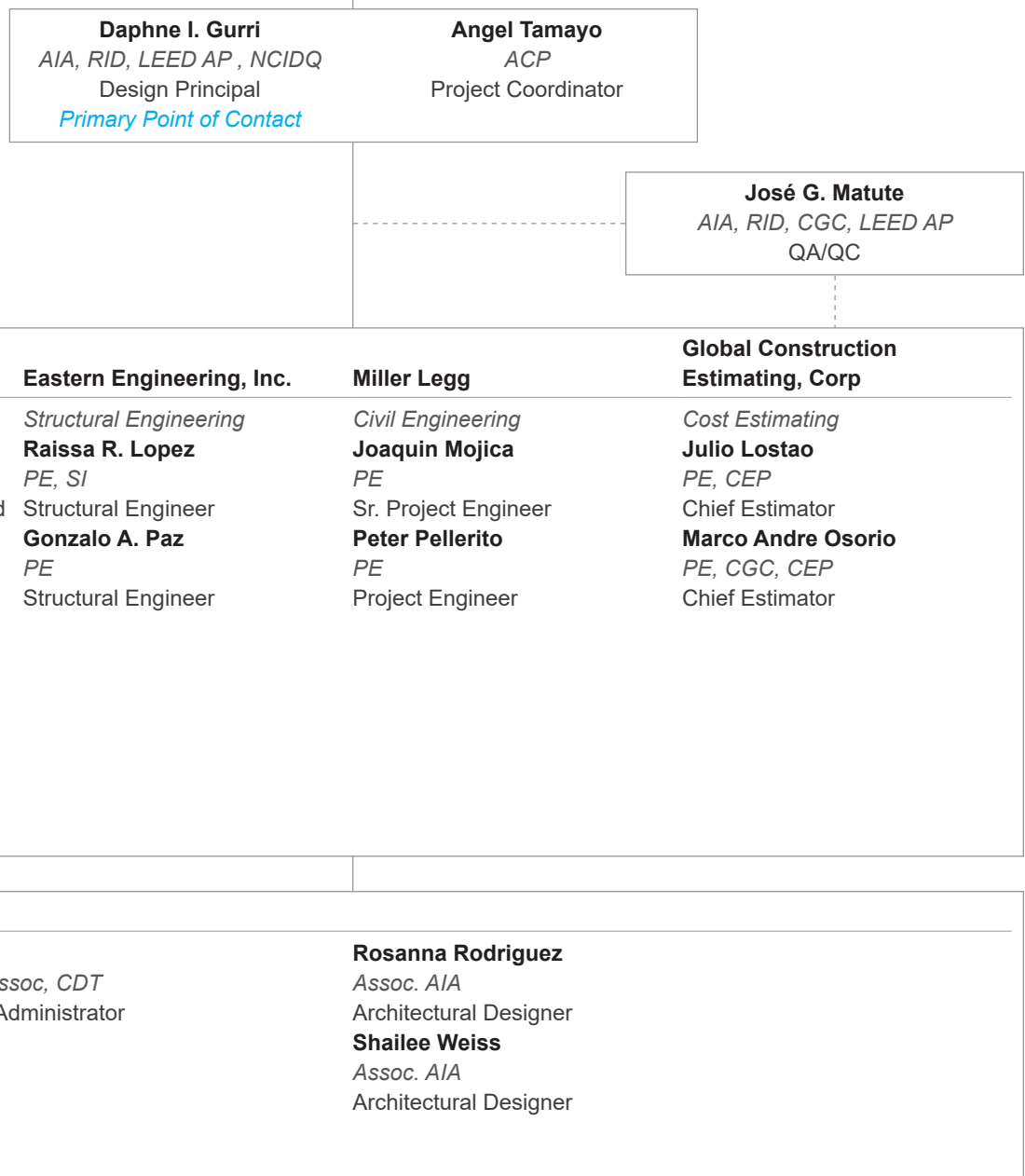
Global Construction Estimating, Corp.

Founded in 2010, Global Construction Estimating, Corp. (GCE) is one of the few firms that specializes exclusively in construction estimating and scheduling services for large heavy civil infrastructure projects. For over twelve years, GCE has served clients in various states and internationally. The team members are professionals experienced in providing services on large infrastructure projects for municipal, state, and utility partners, design partners, infrastructure investment firms, and construction companies. Their combined experience covers over \$20 billion of estimated construction costs over the past ten years.

Their team of estimators and schedulers follows guidelines set by the Association for the Advancement of Cost Engineering (AACE) and develops estimates at each level of project definition stages.

Organizational Chart

The proposed team for this project were ***specifically selected*** based on their ***knowledge, expertise and availability***. This team will be the ones you meet with, design with, and collaborate with on a day to day basis.





Daphne I. Gurri, AIA, RID, LEED AP, NCIDQ

Design Principal

As the Founding Principal and President of the Firm, Ms. Gurri maintains a very active role in the design of all the Firm's projects, and represents clients leading community meetings, design charrettes and presentations to planning and zoning boards and County commission hearings. Ms. Gurri has over 35 years of experience as an Architect & Interior Designer in Institutional, Federal, State and Local Government and Educational projects.

Years of Experience

Gurrimatute: 28 | Total: 35

Professional Registration

Registered Architect: Florida
(AR0015179)

Registered Interior Designer: Florida
(ID0003825)

National Council of Interior Design
Qualification (501023)

Education

Master of Science in Advanced
Architectural Design, Columbia
University, 1992

Bachelor of Architecture, University of
Miami, 1988

Associate in Arts (Honors), Miami-Dade
College, 1987

Certifications

National Council of Architectural
Registration Board

LEED Accredited Professional

Advanced Training in Section 106

Review, Advisory Council on Historic
Preservation, 2009

Professional Affiliations

American Institute of Architects, Miami
Chapter, State Director

Past President American Institute of
Architects, Miami Chapter

Past President Miami Chapter Society
of American Military Engineers, South
Florida Post

United States Green Building Council
Florida Airports Council

Awards

Miami Dade College Hall of Fame
Architect of the Year, American Institute of
Architects, Miami Chapter, 2020

Relevant Experience

Tyndall Air Force Base Chapel & Religious Education Facility Design/Build RFP | Panama City Beach, Florida | Role: Design Principal

Preparation of Design/Build Criteria Package for a new one-story 22,000 sf chapel and religious education facility. The facility includes a 2,254 sf multi-purpose room, sanctuary, three multi-faith worship centers, classrooms, conference rooms, religious education offices, choir room, chaplain offices, private counseling rooms, and kitchenette.

Tyndall Air Force Base Community Commons Facility Design/Build

RFP | Panama City Beach, Florida | Role: Design Principal

Preparation of Design/Build Criteria Package for the Community Commons Facilities consisting of two buildings (38,512 sf and 35,513 sf) to accommodate several spaces including a bowling alley, restaurant, US Post Office, library, arts & crafts, and recreation area.

Tyndall Air Force Base Child Development Center Design/Build

RFP | Panama City Beach, Florida | Role: Design Principal

Preparation of Design/Build Criteria Package for the design of a new Child Development Center for children ages 6 weeks through 5 years of age. The new one-story 41,000sf building accommodates 201 to 304 dependent children.

Little Rock Air Force Base Child Development Center Design Build

RFP | Little Rock, Arkansas | Role: Design Principal

Preparation of Design/Build Criteria Package for a new 29,212 sf Child Development Center in a CCR package used by LRAFB personnel to program and solicit a design-build project to design and construct a new child development center.

Miami Dade County ISD Larcenia J. Bullard Plaza | Miami, Florida | Role: Design Principal

Full design and construction administration for a new 15,000sf, two-story community center with retail space, a take-out restaurant and a gallery space.

City of Miami Curtis Park Community Center | Miami, Florida | Role: Design Principal

Full design and construction administration for a new one-story 8,100sf, community center at Curtis Park includes a 1,439sf recreation multi-purpose room, kitchen, computer lab, classrooms, administrative offices, arts and craft room, reception area, restrooms, IT room with laptop charging stations, fitness room, large sport equipment storage, and outdoor pavilion.



José G. Matute, AIA, RID, CGC, LEED AP

Principal-in-Charge

Mr. Matute has over 40 years of experience as Principal-in-Charge and Architect of Record in the design of large-scale institutional & educational projects, civic and/or commercial buildings, retrofitting existing buildings for ADA, Life Safety and HVAC upgrades, building hardening, building envelope design including re-roofing, coordination of specialized building systems including IT, acoustics, security systems, telecommunications, and anti-terrorism force protection design including site perimeters.

Years of Experience

Gurrmatute: 26 | Total: 40

Professional Registration

Registered Architect: Florida
(AR0014415), Texas

Registered Interior Designer: Florida
(ID0003826)

Certified General Contractor: Florida
(CGC061220)

Education

Bachelors of Architecture, University of
Houston, 1984

Certifications

National Council of Architectural
Registration Board

LEED Accredited Professional

National Fire Protection Association
Certificate of Completion in Life Safety
Design – Occupancies

Advanced Training in Section 106
Review, Advisory Council on Historic
Preservation, 2009

SAP Evaluator, State of California
Governor's Office of Emergency
Service, 2009 & 2017

Professional Affiliations

American Institute of Architects

Florida Airports Council

Society of American Military Engineers,

President of the South Florida Post

National Fire Protection Association

United States Green Building Council

Relevant Experience

Tyndall Air Force Base Chapel & Religious Education Facility Design/Build

RFP | *Panama City Beach, Florida* | *Role: Architect of Record*

Preparation of Design/Build Criteria Package for a new one-story 22,000 sf chapel and religious education facility. The facility includes a 2,254 sf multi-purpose room, sanctuary, three multi-faith worship centers, classrooms, conference rooms, religious education offices, choir room, chaplain offices, private counseling rooms, and kitchenette.

Tyndall Air Force Base Community Commons Facility Design/Build

RFP | *Panama City Beach, Florida* | *Role: Architect of Record*

Preparation of Design/Build Criteria Package for the Community Commons Facilities consisting of two buildings (38,512 sf and 35,513 sf) to accommodate several spaces including a bowling alley, restaurant, US Post Office, library, arts & crafts, and recreation area.

Tyndall Air Force Base Child Development Center Design/Build

RFP | *Panama City Beach, Florida* | *Role: Architect of Record*

Preparation of Design/Build Criteria Package for the design of a new Child Development Center for children ages 6 weeks through 5 years of age. The new one-story 41,000sf building accommodates 201 to 304 dependent children.

Little Rock Air Force Base Child Development Center Design Build

RFP | *Little Rock, Arkansas* | *Role: Architect of Record*

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Angel Tamayo, ACP, Assoc. AIA

Project Coordinator

Mr. Tamayo will be responsible for specific technical design aspects of projects assigned under this contract, including investigation, evaluation, and recommendation of design solutions that best meets the clients needs. Provides professional architectural consultation in the planning, design, and coordination of large complex projects. Independently applies advanced architectural concepts and designs. Carries out complex or novel assignments requiring the development of new or improved techniques and procedures.

Years of Experience

Gurmatute: 6 | Total: 6

Education

Master of Architecture, Florida

International University, 2018

Associate in Arts in Architecture, Miami

Dade College, 2015

Certifications

AUTODESK Certified Revit Professional

Professional Affiliations

Associate, American Institute of Architects

Relevant Experience

Tyndall Air Force Base Chapel & Religious Education Facility Design/Build RFP | Panama City Beach, Florida | Role: Project Coordinator

Preparation of Design/Build Criteria Package for a new one-story 22,000 sf chapel and religious education facility. The facility includes a 2,254 sf multi-purpose room, sanctuary, three multi-faith worship centers, classrooms, conference rooms, religious education offices, choir room, chaplain offices, private counseling rooms, and kitchenette.

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**Firm Name**

OCI Associates, LLC

Years of Experience

OCI: 31 | Total: 35

Professional Registration

Registered Engineer: Florida (55743)

EducationBachelor of Science, University of Central
Florida, 1997**Certifications**LEED Accredited Professional:
(10197282-AP-BD+C)

Certified Energy Manager: (CEM19073)

Professional AffiliationsUnited States Green Building Council
American Society of Heating,
Refrigerating and Air-Conditioning
Engineers**Jason Smith, PE, LEED AP BD+C, CEM***Mechanical Engineer of Record*

Jason leads OCI's Mechanical division overseeing the QA/QC of mechanical design from SD's thru Permit. His diverse portfolio includes projects within government, education, commercial and industrial facilities. As the Mechanical Engineer of Record (MEOR), Jason has been involved in over 140 government projects including new community centers, recreation/gym facilities, sports fields and courts. Jason applies his LEED and CEM expertise to engineer energy saving systems and meet the Owner's goals.

RELEVANT EXPERIENCE**Plant City Sadye Gibbs Martin Community Center | Plant City, Florida |***Role: Project Manager + Mechanical Engineer of Record*

The new 29,000 SF community center houses a multi-purpose gymnasium with two full size basketball courts & four cross courts with bleachers, a main lobby and front entrance for security and check-in, meeting rooms, craft rooms, a computer lab, rentable kitchen facility for events, storage space, restrooms and employee offices. The 18.5 acre site also includes a baseball field, playground, picnic tables and pavilion.

Boys & Girls Club of Collier County Michael G. Degroote & Gillian**Campbell Youth Development Center | Immokalee, Florida |***Role: Mechanical Engineer of Record*

The center houses a full-service cafeteria, kitchen, classrooms, computer labs, dance and music studio, arts academy, teen center, library, and game room. Phase II included the addition of a gymnasium, swimming pool and sports fields. The gymnasium houses two full basketball courts, a weight room, offices, lockers, restrooms, and outdoor flex space.

City of Tampa East Tampa Recreational Complex | Tampa, Florida |*Role: Mechanical Engineer of Record*

The complex will include a new Recreational Center, Senior and Community Centers that will house program space to serve a variety of community members. The site will have a 220' softball field, 80-yard youth football field, full basketball gymnasium, splash pad, playground, tot lot, walking trail with lighting, fitness course, shuffleboard courts, and EV charging stations.

Polo Club of Boca Raton Clubhouse, Sports & Aquatics Facilities |**Boca Raton, Florida | Role: Mechanical Engineer of Record**

Divided in 3 phases, renovations and additions were made to the Clubhouse, Sports Complex, and Aquatics Complex.

City of Palm Coast Community Center | Palm Coast, Florida |*Role: Mechanical Engineer of Record*

The 22,208 SF expansion included two multi-purpose rooms with catering kitchens, a seminar-style room that can be divided, main lobby, bathrooms and administration areas, with a parking area with inviting sidewalks and retention ponds. The MEP, lighting and fire sprinkler system was integrated into a single web based building automation system. This project is LEED Silver Certified.

**Firm Name**

OCI Associates, LLC

Years of Experience

OCI: 20 | Total: 24

Professional Registration

Registered Engineer: Florida (63143)

EducationMasters of Science, University of South
Florida, 2001**Certifications**LEED® Accredited Professional
NCQLP™ Lighting Certified**Professional Affiliations**United States Green Building Council
Society of Women Engineers**Sudharma Wijegunawardana, PE, LEED AP, LC***Electrical Engineer of Record*

Since 2008, Sudharma has led OCI's West Palm Beach region managing clients, projects and a team of 8 engineers. Her principal areas of design include interior/exterior lighting, building power distribution, medium voltage power distribution, emergency systems, and fire alarm systems. She has provided QA/QC and designed electrical systems as the Electrical Engineer of Record (EEOR) for over 30 government projects including new community facilities. In addition, she has designed gymnasiums, aquatic complexes, sports fields & courts, and maintenance buildings for groundskeepers.

RELEVANT EXPERIENCE**City of Palm Coast Community Center | Palm Coast, Florida |***Role: Electrical Engineer of Record*

The 22,208 SF expansion included two multi-purpose rooms with catering kitchens, a seminar-style room that can be divided, main lobby, bathrooms and administration areas, with a parking area with inviting sidewalks and retention ponds. The MEP, lighting and fire sprinkler system was integrated into a single web based building automation system. This project is LEED Silver Certified.

Adolph & Rose Levis Jewish Community Center Renovation & Addition |*Boca Raton, Florida | Role: Electrical Engineer of Record*

The 23,500 SF project includes a renovation of the existing Levis JCC including a serving pantry with cook top/grease trap/sinks and accompanying equipment. Includes 2,500 SF of new construction, including an amphitheater with restrooms and control tower in the 9,000 SF courtyard, a playground, a new tent to house pottery wheels, and site improvements.

Martin County School District South Fork High School Sports Complex |*Stuart, Florida | Role: Project Manager + Electrical Engineer of Record*

The new 62,985 SF project included a two-story gymnasium building with locker rooms, weight room, offices, classroom space; a 4,700 SF chiller building; a press box & concession stand; and baseball, softball and soccer practice fields. Includes a stand-alone air-cooled chiller for after hours and weekend use.

St. Lucie County Clover Park New York Mets Spring Training Stadium |*Port St. Lucie, Florida | Role: Electrical Program Management*

Renovations include a player's academy, cafeteria, executive offices, workout and training rooms, a 50-room dormitory for minor-league players and instructional rooms. Features an outdoor concourse wrapping the outfield with 360-degree view of the stadium. As the Owner's Rep for the project, our team monitored the A/E program on behalf of St. Lucie County.

Quail Ridge Country Club Tennis Pavilion | Boynton Beach, Florida |*Role: Electrical Engineer of Record*

The new two-story pavilion includes covered gathering areas, men's and women's locker rooms, office space, pro shop, restrooms, two multipurpose rooms and a service kitchen (no cooking).



Nick Wilkie

Sr. Plumbing & Fire Protection Designer

Nick is experienced designing automatic fire suppression systems, automatic & manual standpipe systems, fire pump systems, and foam fire suppression systems with supporting hydraulic calculations per NFPA standards. Plumbing systems include domestic water heating & booster, natural & LP gas, medical gas, compressed air, sanitary sewer & vent, storm water, acid waste collection, laboratory design, food service plumbing, and grease waste collection. His portfolio consist of over 55 government jobs including new community facilities.

RELEVANT EXPERIENCE

City of Palm Coast Community Center | *Palm Coast, Florida* |

Role: Senior Plumbing & Fire Protection Designer

The 22,208 SF expansion included two multi-purpose rooms with catering kitchens, a seminar-style room that can be divided, main lobby, bathrooms and administration areas, with a parking area with inviting sidewalks and retention ponds. The MEP, lighting and fire sprinkler system was integrated into a single web based building automation system. This project is LEED Silver Certified.

City of Palm Coast City Hall | *Palm Coast, Florida* | *Role: Senior Plumbing Designer*

The new 2-story City Hall houses a councilman board room, administrative offices for the City Manager, building/planning department, code enforcement, engineering, IT, customer service window, human resources, financing, and accounting. This project is LEED Silver Certified.

Town of Jupiter Community Center Report | *Jupiter, Florida* | *Role: Senior Plumbing & Fire Protection Designer*

Due Diligence Report of Existing MEP Systems serving the City of Jupiter Community Center. Our report pertained to existing systems related to the building and included a site visit to evaluate the condition of existing MEP/FP systems, a report of findings, MEP engineer's opinion of overall serviceability/longevity as well as recommendation for remedial repair or replacement.

Grand Harbor Golf & Beach Club Renovation & Addition | *Vero Beach, Florida* | *Role: Senior Plumbing & Fire Protection Designer*

The 36,000 SF project was a major interior renovation of both the upper and lower floors of the clubhouse, as well as an expansion to both floors.

Boca Grande Community Center Renovations & Additions | *Boca Grande, Florida* | *Role: Senior Plumbing & Fire Protection Designer*

Interior renovation & shade structures for 3 historic houses on the site, renovation of the East and West wings of the Community Center building, an addition to the Crowninshield House & kitchen re-configuration, 1,900 SF Island School addition, and new auditorium and remodel to the existing auditorium.

Community School of Naples Athletic Performance Center | *Naples, Florida* | *Role: Senior Plumbing & Fire Protection Designer*

The new 10,000 SF athletic center includes a recovery center, boy's and girl's locker rooms, and a 7,972 SF room with training equipment and free weights.

Firm Name

OCI Associates, LLC

Years of Experience

OCI: 10 | Total: 38

Education

Associate in Arts, Palm Beach Junior
College, 1986



Colin Cassidy, PE, RCDD

Electrical & Information and Communications Technology (ICT) Engineer

Colin is an Electrical & Information and Communications Technology (ICT) Engineer with experience designing systems for government, K-12, higher education, healthcare, and commercial projects. His expertise lies in the seamless integration of power, lighting, fire alarm, and communication systems into comprehensive building designs. Proficient in AutoCAD, Revit, AGI32, and SKM, Colin leverages these tools in his design process and possesses in depth knowledge of the Florida energy codes. His portfolio contains over 15 government projects including new community facilities, clubhouses, and event centers.

RELEVANT EXPERIENCE

Firm Name

OCI Associates, LLC

Years of Experience

OCI: 9 | Total: 9

Professional Registration

Registered Engineer: Florida (90766)

Education

Bachelor of Science, Florida Atlantic University, 2015

Certifications

BICSI Registered Communications Distribution Designer: (342020)

City of Palm Coast Community Center | Palm Coast, Florida |

Role: Electrical + Low Voltage Engineer

The 22,208 SF expansion included two multi-purpose rooms with catering kitchens, a seminar-style room that can be divided, main lobby, bathrooms and administration areas, with a parking area with inviting sidewalks and retention ponds. The MEP, lighting and fire sprinkler system was integrated into a single web based building automation system. This project is LEED Silver Certified.

Martin County School District South Fork High School Sports Complex |

Stuart, Florida | Role: Electrical + Low Voltage Engineer

The new 62,985 SF project included a two-story gymnasium building with locker rooms, weight room, offices, classroom space; a 4,700 SF chiller building; a press box & concession stand; and baseball, softball and soccer practice fields. Includes a stand-alone air-cooled chiller for after hours and weekend use.

Mariner Sands Country Club Clubhouse | Stuart, Florida | Role: Electrical +

Low Voltage Engineer

The new 2-story clubhouse includes multiple bars and lounges, dining and card rooms, outside dining areas, kitchens and grille rooms, a wine gallery, admin office spaces, locker rooms, golf operations, coffee bar and pastry shop.

West Palm Golf Park Golf Clubhouse | West Palm Beach, Florida |

Role: Electrical Engineer

The new 9,921 SF clubhouse includes a covered dining area, basement cart storage, halfway house with a bar and restrooms, PGA office building, and a performance building.

Panther National New Clubhouse | West Palm Beach, Florida | Role:

Electrical + Low Voltage Engineer

The new 53,097 SF clubhouse includes a restaurant, kitchens, dining rooms, founders and men's/women's lounges, bars, a wine cellar, admin office spaces, locker rooms, restrooms, golf shop, private rooms, cart storage shop and a laundry facility.

Florida Atlantic University The Wallach Institute for Holocaust & Jewish Studies | Boca Raton, Florida | Role: Electrical Engineer

The new 17,525 SF building houses a recital/lecture hall, classroom, office, and exhibit space.

Raissa R. Lopez, PE, SI*Structural Engineer***Firm Name**

Eastern Engineering Group

Years of Experience

EEG: 19 | Total: 33

Professional Registration

Registered Professional Engineer:

Florida (59399); Nevada (16495);
Maryland (46718), Texas (136388);
New York (99241), Ohio (76498),
Virginia (0402054606)

Special Inspector: Florida (59399)

Education

Polytechnic Institute JAE, Cuba Bachelor
of Science Degree in Structural
Engineering 1990

Professional Affiliations

Doral Women of Legacy
Business Leader Award 2022

Ms. Lopez is a highly skilled Structural Engineer and Construction Administrator with over 30 years of experience leading public and private projects, ranging from commercial and residential buildings to educational facilities, assembly structures, airport control towers, and marinas. Her extensive expertise includes structural analysis and design, utilizing a range of materials including reinforced concrete, structural steel, masonry, timber, aluminum, and light-gauge steel. Ms. Lopez is well-versed in computer modeling software, with proficiency in programs such as Risa 3D and Eneccalc, among others. Her unwavering dedication to precision and technical proficiency is evident in her exceptional track record of delivering quality solutions that exceed client expectations.

RELEVANT EXPERIENCE

Miami-Dade County PROS Greynolds Park Structural Renovations, Miami-Dade County Parks, Recreation, and Open Spaces Department | North Miami, Florida | Role: Structural Engineer

The scope of services for this project included the structural renovations for 3 pedestrian bridges. Specifically for the pedestrian bridge over river, approximately 20 ft long by 10 ft wide, pedestrian bridge over a river, approximately 15 ft long by 9 ft wide, and pedestrian bridge over river, approximately 40 ft long by 14 ft wide

Miami-Dade County Animal Shelter Renovations and Improvements | Doral, Florida | Role: Structural Engineer

A 70,000 square foot warehouse renovation into a new animal shelter. Interior and exterior work included new administrative offices, 418 adoption cages, two operating rooms, two clinics and public gathering areas for educational and community service that withstand the rigors of daily abuse while promoting safety in design.

Florida Memorial University Multipurpose Arena | Miami, Florida | Role: Structural Engineer

The Multipurpose Athletic and Wellness Education Center is a 2,000-seat basketball arena with 5 locker rooms, media room, training room, cafeteria, concession stands, and public restrooms designed to suite the capacity of the facility during game time. On the concourse level, overlooking the basketball courts, are running tracks, audio visual booth, and a luxury box. The facility also includes wellness education facilities such as lecture rooms and a physical education unit. Within this area is the dance/aerobic room. .

Florida International University Trish & Dan Bell Chapel | Miami, Florida | Role: Structural Engineer

A non-denominational chapel on the FIU campus which includes a 250-seat sanctuary, 100-seat multi-purpose room, counseling/support areas, and administrative office space. Gurrinatute created a surrounding area around the building that includes covered walkways, meditation pods, and an amphitheater. The building will be designed to meet LEED Silver certification.

Gonzalo A. Paz, PE*Structural Engineer***Firm Name**

Eastern Engineering Group

Years of Experience

EEG: 19 | Total: 33

Professional Registration

Florida PE: 60734

EducationPolytechnic Institute JAE, Cuba Bachelor
of Science Degree in Structural
Engineering 1990

Mr. Paz has over 30 years of experience as a Civil and Structural Engineer in the US and overseas, working in commercial, industrial, residential, marine, mixed-use, and educational projects. His vast experience includes performing structural analysis and design of buildings and their components in a wide variety of structural materials and systems, such as reinforced concrete, structural steel, wood, aluminum, timber, and structural glass. Mr. Paz is particularly skilled in generating engineering calculations in Mathcad for structural designs of structural components of a building, he is proficient with engineering software's such as ETABS, Risa 3D, Staad Pro, Enercalc, SAFE among others. Part of his duties include training on designs and code requirements to the Project Engineers. As Vice-President of the company his duties include financial, executive, and human resources decisions, fee proposals, and staff training and supervision.

RELEVANT EXPERIENCE**City of Miami Bayfront Park Fountain Renovation | Miami, Florida | Role: Structural Engineer**

The project consists of the remodeling of an existing fountain originally built in 1990 and inactive since 2007. The remodeling involves making an addition to the existing Control Room building, designing a new slab at the basin of the existing fountain structure, and checking the existing structural elements of the fountain to support the new loading conditions.

Miami-Dade County Public Schools Miami Beach Senior High | Miami, Florida | Role: Structural Engineer

Structural engineering services were provided for the artificial turf athletic field at Miami Beach Senior High School. The project involved designing a new synthetic turf soccer field to replace the existing one.

Miami-Dade County Public Schools Fienberg Fisher Elementary School Auditorium Renovations | Miami, Florida | Role: Structural Engineer

Restoration and rehabilitation of an existing historic theater. The scope included the structural plans and calculations for the upgrade of the existing building foundation to bring up to minimum loading requirement and Florida building code standards. We also provided the footing for existing wood beams system, and the appropriate beams support for the repairs. As well as the details of reinforcement of existing masonry walls.

Miami-Dade County Public Schools Citrus Grove Elementary School | Miami, Florida | Role: Structural and Civil Engineer

New ESE Classroom addition, approximately 15,977 GSF (232 students). The new classroom reuses the Gulfstream ES Classroom building, modified for Citrus Grove ES's needs, including 12 classrooms with dividers, one shared student toilet room, approximately 28 new parking spaces, and possible parent drop-off. It includes required covered walkways, drives, utility systems (water, sewer, electrical), communications systems (Fire Alarm, PA, Security, CCTV), site landscaping, and drainage.

**Firm Name**

Miller Legg

Years of Experience

ML: 8 | Total: 25

Professional Registration

Registered Professional Florida (60488)

EducationBachelor of Science in Civil Engineering,
University of Central Florida, 1997**Professional Affiliations**American Society of Civil Engineers
Florida Engineering Society
International Council of Shopping Centers
Urban Land Institute**Joaquin Mojica, PE***Senior Project Engineer*

Mr. Mojica has extensive project management, design and permitting experience in Florida and the Caribbean. He has provided civil engineering design and management services to both private and public sector clients. As Regional Engineering Manager, Mr. Mojica's responsibilities include preparation of proposals, negotiation of engineering contracts, client relations, project reporting, scheduling, budgeting, management of technical staff and subconsultants, design, and permitting. He is highly skilled in CAD/Civil 3D, ICPR and POND5 software.

RELEVANT EXPERIENCE**City of Delray Beach Pompey Park Community Center and Campus Design** | *Delray Beach, Florida* | *Role: Senior Project Engineer*

Providing surveying, SUE, civil engineering, landscape architecture, permitting and construction phase services. Schematic design tasks include due diligence, code, programming, site engineering, landscape and hardscape schematic design verification. Assisting with community outreach and relevant City agency design review presentations throughout the process as well as permit coordination.

City of Miramar Historic Public Safety Complex | *Miramar, Florida* | *Role: Senior Project Engineer*

Replacement of the old Civic Center and Child Care building with a new one-story 24,000 SF building to accommodate its police substation, storage, administrative and other law enforcement and public safety facilities, in addition to a surface parking lot for safety vehicles. Provided civil engineering design, permitting and construction administration services as part of the Architects Design Group team. Permitting included the City of Miramar, Broward County and FDEP. The firm also provided LEED certification and value engineering review services for this LEED Gold project.

City of Coral Springs Municipal Complex | *Coral Springs, Florida* | *Role: Senior Project Engineer*

Provided assistance with the master planning phase of the new development, which is part of a larger effort to redevelop the downtown section of the city. Services provided for this 5-story 74,000 SF City Hall building/4-story 607-space parking garage included: site civil engineering, survey, traffic (vehicular/pedestrian) and utilities infrastructure requirements, site permitting, overall project scope development and significant construction observation.

City of Miami Armbrister Park Community Center | *Miami, Florida* | *Role: Senior Project Engineer*

Replacement of the existing community center building with a new 10,000 SF 2-story facility and outdoor pavilion. Providing site civil and utility infrastructure research of utility maps, as-builts and existing site conditions followed by preparation of civil, landscape architecture and irrigation construction documents, government agency permitting coordination, bidding assistance, contract administration and construction administration.



Peter Pellerito, PE

Project Engineer

Mr. Pellerito has extensive experience and expertise in both small and large-scale municipal and private sector, high-complexity infrastructure projects. Peter has successfully led multidisciplinary teams in planning and design on a wide range of civil engineering projects. His project experience encompasses soil and groundwater remediation; water treatment and wastewater pre-treatment systems; water and wastewater pump stations and transmission lines; site planning; earthwork; drainage systems; paving and grading; erosion control / stormwater pollution prevention; roadway design and specifications. He is proficient in Civil 3D, Traffic Impact Statement analysis, open channel flow modeling, and lift station design.

Firm Name

Miller Legg

Years of Experience

ML: 6 | Total: 34

Professional Registration

Registered Professional Florida (50063)

Education

Bachelor of Science in Civil Engineering,
University of Florida, 1990

Professional Affiliations

Past President Florida Engineering
Society, Calusa Chapter

RELEVANT EXPERIENCE

City of Delray Beach Pompey Park Community Center and Campus

Design | *Delray Beach, Florida* | *Role: Project Engineer*

Providing civil engineer, surveying/SUE, landscape architecture, permitting and construction phase services. Schematic design tasks include due diligence, code, programming, site engineering, landscape and hardscape schematic design verification. Assisting with community outreach and relevant City agency design review presentations, as well as permit coordination.

City of Miramar Historic Public Safety Complex | *Miramar, Florida* | *Role: Project Engineer*

Replacement of the old Civic Center and Child Care building with a new one-story 24,000 SF building to accommodate its police substation, storage, administrative and other law enforcement and public safety facilities, in addition to a surface parking lot for safety vehicles. Provided civil engineering design, permitting and construction administration services as part of the Architects Design Group team. Permitting included the City of Miramar, Broward County and FDEP. The firm also provided LEED certification and value engineering review services for this LEED Gold project.

Town of Davie New Town Hall Engineering Design Criteria Package

(DCP) | *Davie, Florida* | *Role: Project Engineer*

Providing boundary and topographic survey, plat and the engineering Design Criteria Package for the proposed site. Miller Legg is coordinating with Town to prepare the master roadways, access points, and utilities for the site which will include sites adjacent to the new site. Miller Legg is working to coordinate the relocation of utilities and the upgrade to the lift station, which serves the new site and adjacent proposed and existing developments.

Seminole Tribe of Florida (STOF) Big Cypress Senior Center and

Preschool | *Clewiston, Florida* | *Role: Project Engineer*

Providing environmental, engineering, survey and landscape architecture services for a one-story 60,000 SF Pre-School and a one-story 20,000 SF Senior Center. Assessing the potential for natural resources, including wetlands and protected species. Engineering includes preparation of a stormwater report, a traffic impact analysis, on- and off-site engineering plans, and permitting.



Julio Lostao, PE, CEP

Chief Estimator

Construction Estimator with over 30 years of experience internationally and in the United States. Mr. Lostao's experience has been gained from working for engineering firms, contractors and program managers. Assignments encompass 20 years of Program Management ranging from multi-billion airport developments, environmental restoration, infrastructure reconstruction to military installations & infrastructure projects in the United States, Latin America, Europe, Iraq, Abu Dhabi, and South Korea. Headed the estimating department for international heavy civil contractor with presence in the United States preparing hard bid, P3 and negotiated work in the United States.

Firm Name

Global Construction Estimating, Corp

Years of Experience

GCEC: 12 | Total: 30

Professional Registration

Registered Professional Florida (52699)

Education

Master of Science in Construction
Management, Florida International
University

Bachelor of Science in Civil Engineering,
University of California, Davis

Professional Affiliations

AACE Certified Estimating Professional

RELEVANT EXPERIENCE

Miami-Dade Water and Sewer Department Consent Decree

Program | *Miami, Florida* | *Role: Chief Estimating Consultant*

Validated program budget and generated independent cost estimates for heavy-civil, structural, architectural and MEP disciplines for waste-water treatment facilities and large pump station facilities and conveyance projects. Provided support and for contractor change order review services ensuring reasonable and supporting negotiation efforts for changes ranging in value from \$5,000 to \$21 million.

Miami-Dade Water and Sewer Department Ocean Outfall Program | *Miami, Florida* | *Role: Chief Estimating Consultant*

Developed 30, 60, 90 and bid set estimates for flocculation and oxygenation tanks, chlorine chambers, electrical distribution bldg. and large diameter sewer force main (\$300M). Work includes large excavation and dewatering schemes, augercast piles, conventional reinforced concrete placement, mechanical systems (pumping and flow control), electrical and instrumentation systems.

Miami Dade College | *Miami, Florida* | *Role: Chief Estimating Consultant*

Prepared estimates using specialized trade specific estimated software for projects during planning and design phase, designs, reviewed CMAR cGMP proposal for reasonableness and provided cost validation services, assisted project management team with evaluating change orders and provided negotiation assistance. Provided estimating servicing the 10 MDC campuses throughout Miami Dade County.

JEAs Blacks Ford Water Reclamation Facility Expansion | *St. Augustine, Florida* | *Role: Chief Estimating Consultant*

Developed Conceptual Design and 30% estimates for BNR trains, clarifiers, digesters, storage tanks, headworks screens, UV disinfection, filtration, pump stations, electrical distribution bldg. and large diameter yard and process piping (\$250M). Work includes large excavation and dewatering schemes, ground improvements, conventional reinforced concrete placement, mechanical systems (pumping and flow control), electrical and instrumentation systems.



Marco Andre Osorio, PE, CEP

Chief Estimator

Mr. Osorio is an experienced engineer who has worked on large construction projects. Mr. Osorio's experience ranges from project management and project controls including project planning, cost estimating and management for a diverse range of infrastructure construction project including airports, seaports, bridges, roadways, drainage, dams, utilities and tunneling. Mr. Osorio's most recent experience has been as an advisor role for municipalities, contractors, architects and offering consulting services for procurement methods, construction estimating, project planning and scheduling and change management negotiations.

Firm Name

Global Construction Estimating, Corp

Years of Experience

GCEC: 12 | Total: 16

Professional Registration

Registered Professional Florida (76122)

Education

Master of Engineering in Civil

Engineering, University of Florida

Bachelor of Science in Civil Engineering,

University of Miami

Professional Affiliations

AACE Certified Estimating Professional

OSHA 30 HR Certification

RELEVANT EXPERIENCE

Miami-Dade Water and Sewer Department Consent Decree

Program | *Miami, Florida* | *Role: Senior Estimating Consultant*

Validated program budget and generated independent cost estimates for heavy-civil, structural, architectural and MEP disciplines for waste-water treatment facilities and large pump station facilities and conveyance projects. Provided support and for contractor change order review services ensuring reasonable and supporting negotiation efforts for changes ranging in value from \$5,000 to \$21 million.

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Miami Dade College | *Miami, Florida* | *Role: Senior Estimating Consultant*

Prepared estimates using specialized trade specific estimated software for projects during planning and design phase, designs, reviewed CMAR cGMP proposal for reasonableness and provided cost validation services, assisted project management team with evaluating change orders and provided negotiation assistance. Provided estimating servicing the 10 MDC campuses throughout Miami Dade County.

Miami International Airport Terminal Reroofing program | *Miami, Florida* | *Role: Senior Estimating Consultant*

Developed independent cost estimates for terminal Re-Roofing program, including structural, architectural and MEP disciplines. Examined architectural plans and specifications and provided conceptual estimating based on Building Information Model (BIM)

Previous Experience

Tyndall Air Force Base Chapel & Religious Education Facility Design/Build RFP

Panama City Beach, Florida

The scope of services included the preparation of a Design/Criteria package for a new 22,000sf chapel at Tyndall Air Force Base. Services included design charrettes, architectural design concept, cost estimating, value engineering, in preparation of technical specifications. The work was completed for USACE Savannah District.

The design intent is to create a new vision for the 21st century chapel for the airman and their families. Rather than applying a traditional design of a chapel with a steeple and Christian references, this new chapel focuses on spirituality and healing of the soul regardless of any religious affiliation. This "Spiritual Resiliency Center" seeks to be inclusive of everyone and has become the new prototypical design for the United States Air Force.

The Chapel is a one-story building inclusive of indoor and outdoor meditation prayer spaces, with flexible spaces that can be used for multiple denominations, teaching and/or counseling. Breaking the barrier of isolation, the building was designed to have a relaxed feeling with oversized "living space" and firehouse style kitchen.

The Chapel was designed to be the key marker in the new urban square that was created by the new master plan for the "Base of the Future". Serving as a marker, we reinterpreted the traditional bell tower into a tower of light that is both symbolic of the hope that spirituality brings as well as serving as a marker visible from a very far distance.



Size

22,000 sf

Services Completed

2020

Cost

\$23.1M

Services

Architecture
Conceptual Design
Sustainability
Cost Estimating
Value Engineering
Technical Specifications

Features

2,284-sf Sanctuary
2,254-sf Multi-purpose room with kitchen
800-sf Narthex/foyer
74-ft tall Bell tower
Ablution/purification room
Blessed sacrament room
Building hardening
Chancel
Classrooms
Conference rooms
Entry canopy
Multi-faith worship centers
Offices
Outdoor mediation garden
Restrooms
Sacristy

Gurrinatute served as a consultant to Burns & McDonnell

Tyndall Air Force Base Community Commons Design/Build RFP

Panama City Beach, Florida

The scope of services included the preparation of a Design/Criteria package for a new 74,025sf community commons at Tyndall Air Force Base. Services included design charrettes, architectural design concept, cost estimating, value engineering, in preparation of technical specifications. The work was completed for USACE Savannah District.

The Community Commons buildings are key elements to the urban campus on the Tyndall AFB. Originally proposed as a single building, the project was expanded into two buildings to accommodate the variety of spaces that the Base desired.

The first building is a 38,512 sf, single story building including a 12-lane bowling alley, pro shop, activity room, offices, bar, restrooms, restaurant, U.S. Post Office, and loading dock.

The second building is a two story, 35,513 sf building with three main areas. Located on the first floor, a library, computer labs, offices, Arts & Crafts area, classrooms, CNC routing room, recreation space including a multipurpose room, computer area, spectator/video wall, mini-theater, TV lounge, and a balcony.



Size

74,025 sf

Services Completed

2020

Cost

\$55.8M

Services

Architecture
Conceptual Design
Sustainability
Cost Estimating
Value Engineering
Technical Specifications

Features

8,341-sf Recreation center
7,275-sf Library
6,553-sf Arts & crafts area
1,676-sf Multi-purpose room
12-lane Bowling alley
4-bay Loading dock
Balcony
Children's area
Classrooms
Computer area
Covered drop-offs
Engraving/CNC rooms
Group study rooms
Mini-theater
Offices
Pro shop
Quiet rooms
Restaurant
Restrooms
Spectator/video wall
TV lounge
U.S. Post Office

Gurrimatute served as a consultant to Burns & McDonnell

Tyndall Air Force Base Child Development Center

Panama City Beach, Florida

The scope of services included the preparation of a Design/Criteria package for a new 41,000sf Child Development Center at Tyndall Air Force Base. Services included design charrettes, architectural design concept, cost estimating, value engineering, in preparation of technical specifications. The work was completed for USACE Savannah District.

In 2018, Hurricane Michael destroyed over 50% of the buildings and structures in Tyndall Air Force Base. The project scope of work included the design of a new child development center to meet the current and future population growth at the Base. As part of the new master plan for the entire base, this project coordinated with adjacent projects, including the realignment of roads, guest lodging, chapel, housing for airmen, and the community commons facility.

The Child Development Center facility was designed as a one-story secure facility to accommodate 201 to 304 dependent children, 6 weeks through 5 years of age, of active duty service members assigned to Tyndall AFB with full-day, part-day, and hourly childcare services. The spaces included in the facility are core administration spaces, staff support spaces, facility support rooms, and child activity spaces.



- Size**
41,000 sf
- Services Completed**
2020
- Cost**
\$36M
- Services**
Architecture
Conceptual Design
Sustainability
Cost Estimating
Value Engineering
Technical Specifications
- Features**
25-Classrooms
3-Playgrounds
Administrative offices
Kitchen
Lobby
New parking lot and drop-off area
Restrooms
Storage
Training room

Gurrimatute served as subconsultant to Burns & McDonnell

Little Rock Air Force Base Child Development Center
Design Build RFP

Little Rock, Arkansas

The scope of services included the preparation of a Design/Criteria package for a new 29,212sf chapel at Little Rock Air Force Base. Services included design charrettes, architectural design concept, cost estimating, value engineering, in preparation of technical specifications. The work was completed for Little Rock Air Force Base.

The purpose of this project was to provide programming and planning documents in the form of a CCR to be used by the Government to program and solicit the design and construction of a new Child Development Center (CDC) and the demolition of existing CDC facilities. The CCR included all requirements and constraints, including but not limited to site selection, siting on proposed location, performance, structural interior design, functional design, spatial design, and design and construction requirements to support the child development program in the new facility. The new CDC was a 29,212 SF facility properly configured for daytime care and child development activities supporting approximately 225 dependent children.



Size	29,212sf
Services Completed	2024
Cost	\$19.7M
Services	Architecture Conceptual Design Sustainability Cost Estimating Value Engineering Technical Specifications
Features	Child activity rooms Playgrounds Administrative offices Kitchen Lobby New parking lot and drop-off area Restrooms Storage Training room Storm shelter

Miami-Dade County ISD Larcenia J. Bullard Plaza

Miami, Florida

The scope of services included the preparation of a design, construction documents, and construction administration for a 15,000 sf, two-story new community building for Miami-Dade County.

The Larcenia J. Bullard Plaza is a multi-use facility that is one of the capital improvement projects funded by the Miami-Dade County "Building Better Communities" General Obligation Bond (GOB) Program. The Plaza serves as a central gathering space for local residents. This establishment is located in a largely Black community and it will incorporate elements of the local history and art. This Plaza also provides areas for multi-purpose governmental use and spaces for start-up businesses to rent. As such, the this two-story building includes retail space, a take-out restaurant and a small museum space on the first floor. The second floor has a community multi-purpose room and office space. Art in Public Places was incorporated into the project as well.

With the exception of one small abandoned building, the entire site was vacant. All new utilities and services were required to be brought into the project site including right-of-way improvements, storm water systems, water and sewer, paving and drainage, landscaping, etc.

Size

15,000 sf

Construction Complete

2021

Cost

\$6.2 M

Services

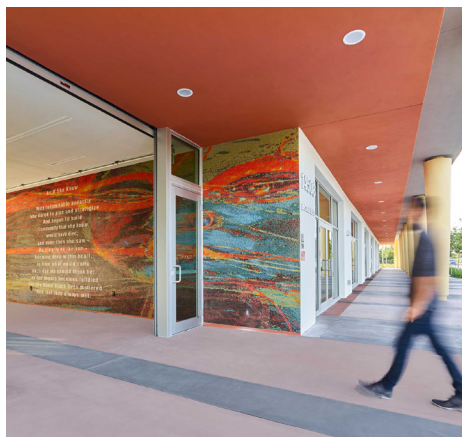
Architecture
Interior Design
Project Management
Construction Administration
Sustainability

Features

1,000 sf multi-purpose/conference room
1,000 sf museum/gallery
47-car parking lot
5 commercial retail suites
5 office suites
Art in Public Places
Incubator space
Restrooms
Take-out restaurant

Certifications

LEED Silver



City of Miami Curtis Park Community Center
Miami, Florida

The scope of services included the preparation of design, construction documents, and construction administration for a new community center in Curtis Park Miami, Florida.

The Community Center will be a new one-story, 8,100 sf building located on the western perimeter of the Park and adjacent to several sports courts including basketball, volleyball, and racquetball. The design takes architectural cues from traditional Miami style including the incorporation of breeze blocks and vibrant colors both inside and out. Preceding the main entrance, the colored concrete path will incorporate shades of green and gray that leads to a curtain wall with blue, yellow, and orange glazing. The interior incorporates the same colors through flooring, tile, and paint.

The Center will truly serve the whole community with a 200-person assembly room, office suite for the District Commissioner, arts & crafts room, classroom, computer lab, kitchen, fitness room, and fully ADA compliant. The assembly room connects to the outside through a large, attached pavilion that can be used for additional seating or group fitness classes. In addition, the Center will feature commissioned artwork in accordance with the Miami-Dade County Art in Public Places program.

The Center will also serve as a resilience hub to distribute resources and services before, during, and after a natural disaster such as a hurricane. To serve as such, the Center is designed to withstand category 3 winds and features high velocity hurricane zone impact resistant windows and doors, a generator, and meets Sea Level Rise standards.

- Size**
8,100 sf
- Design Complete**
2024
- Cost**
\$10.5M
- Services**
Architecture
Interior Design
Project Management
Space Planning
- Features**
1,439 sf multi-purpose space
3-Classrooms
Arts and crafts room
Computer lab
Conference space
Contaminated site
Fitness room
Kitchen
Locker rooms
Offices
Outdoor pavilion
Parking lot
Reception area
Storage



Project Management

Approach

At Gurrimatute, the first step we undertake to ensure on-time and within the budget success on every single project is to prepare a Scope Validation Report, which reflects the goals and priorities of the client, together with space and adjacency needs, and a rough order of magnitude construction budget. This initial phase of the project is the single most important phase of the project, as the recommendations made in the Scope Validation Report will drive forward the project schedule and all decisions. It is here where we discuss important issues such as the Owner’s desire to support sustainable design, and whether or not if a project will seek third party certification.

For a Design/Build Criteria Package, it is essential to have a clear understanding of the project goals,

the quality of the finishes, what spaces receive more importance, LEED credits, Owner preferences such as Design Standards that outline branding, colors, finishes or preferred building systems (such as HVAC, roofing systems, etc).

Our 28-year long experience with other counties and municipalities providing them with countless government facilities including community centers has Gurrimatute positioned very well to serve the City of Deerfield Beach with this project. We know and understand the program requirements for government owned and operated community centers, and we know how to deliver community centers on time and within the established budget.

What to Expect

What you can expect from selecting the Gurrimatute team is a team that is experienced, knowledgeable and proactive, and has a friendly staff that is adaptable to our client’s changing needs.

Gurrimatute’s approach is to be client-centric and mission focused, collaborative and deliver the highest level of service possible.

The most important aspect of ensuring that a Design/Build RFP is successful is to ensure that the project definition is as clear as possible. For this we typically develop the architectural conceptual drawings (providing enough information to the builder to allow for some creativity in how it’s built to realize a cheaper price), but also tying the design with defined criteria through the architectural, site plan drawings, and narratives for each of the building systems.

The preparation of the Probable Construction Costs will refer to the conceptual design and will use

Examples of Cost Control

Project	Location	Budget	Actual
Miami-Dade College Eduardo J. Padrón Campus Building 6 Finish-out of Floors 11-15	Miami, Florida	\$10.7M	\$8.8M
Miami-Dade College North Campus Building 4000 Deferred Maintenance	Miami, Florida	\$2M	\$1.8M
Nicklaus Miami Children’s Hospital Urgent Care Center	Homestead, Florida	\$1.25M	\$1.2M
Greynolds Park Phase I Bridges, Culverts & Freshwater Flow Restoration	North Miami, Florida	\$606K	\$434K
Greynolds Park Phase II Renovations & Improvements	North Miami, Florida	\$3.4M	\$3M
Historic Hampton House Cleanup & Stabilization	Miami, Florida	\$800K	\$680K
Historic Hampton House Restoration & Adaptive Reuse	Miami, Florida	\$7M	\$6.9M
City of Miami 12th Avenue Park	Miami, Florida	\$1M	\$1M
Steward Health Emergency Department	Miami, Florida	\$9M	\$8.2M

current, local labor rates, and use similar projects that were recently completed to make sure we have the most current market conditions. Where applicable if a project has federal funding like FEMA, we will use Davis Bacon Act labor rates and other applicable provisions.

Value Engineering

We highly recommend a full value engineering study/report for any project that is expected to be more than \$10M dollars in construction. Our value engineering team are truly experts in the value-added analysis of any governmental project.

During the value engineering process, Gurrmatute team begins to review and evaluate the various trade elements in terms of their quality, longevity, cost differences, and life cycle maintenance factors—coupled with the availability of specific materials. Upon completion, we then proceed to provide a detailed report for the Owner to determine which items will be accepted and/or will be further investigated and revisited throughout the process. The process is then reconciled between the responsible parties for a final submittal in the best interest of the Owner.

Our work process and approach are based on four interlocking and interdependent factors: Scope to Budget Verification, Quality Assurance and Quality Control, Schedule Controls and Budget Controls. Gurrmatute's commitment to our clients starts by taking a risk

Scope validation,
cost control, schedule
control, and quality
assurance work
together—hand in
hand—to deliver a
successful project.



adverse approach for our design methodology. Hence, our emphasis is on the quality of our design and construction documents which we implement by our internal QA/QC process. Each project starts with a Scope Verification, and Validation of Budget and Proposed Schedule. The Budget and Schedule are reviewed and monitored closely at every deliverable to ensure compliance with the project goals.

Quality Assurance

Our internal QA/QC plan is also based on key tasks following our internal written guidelines and procedures, and internal accountabilities for our staff. Our QA/QC plan starts with each person that is assigned a role in this project. This includes the Principal, the Project Manager, Project Architect, and Quality Assurance Leader.

Each person has a unique role and accountability for the quality of the project. Key to our plan is that each role has a person that functions as “back-up” to another person and function. Hence, if the Project

Manager is unavailable, the Project Architect and the Principal-in-Charge are both available to assist the Client with anything. Quality Assurance and Customer Service are interconnected, and we fully understand and embrace this as our work methodology.

Each project receives a thorough review by a Senior Architect/Engineer or Principal, regardless of its size or complexity. The Project Manager will work closely with other consultants involved in the project to ensure that all submittals meet the project goals for timely completion and content. Gurrmatute has developed checklists for engineering design and drawing production to ensure each submittal meets the specified requirements of our standards.

Before final drawings are submitted for permitting, the design calculations and drawings will be reviewed by the Principal. Project documents will receive close coordination with equipment manufacturers and engineers for review of compliance for the equipment's architectural, mechanical, plumbing and electrical requirements. We understand the

critical nature of shop drawing submittals and Request for Information (RFI) during construction phase and provide responses within hours or days to ensure the project is not delayed. The Owners and Contractors appreciate our responsiveness as well as our innovative solutions that save time and resources during construction.

Some of the highlighted procedures and processes we have in place also include setting internal deadlines for the team to perform their own QA/QC reviews. Then, the Principal/Architect of Record, José G. Matute, provides a final review of all projects before a project is distributed to a client. Design Schedules and Construction Budgets are developed even before receiving a notice to proceed (NTP).

Timelines/schedules and budgets drive the internal management our projects. Our budgets and schedules are updated at each deliverable and this is communicated to the Client along with the deliverable at schematic design, design development, 50% CD's, and 100% CDs. In this way, there are no surprises at the end of 100% CD's that a project is over budget and needs to be value engineered or affecting the schedule by having to request additional funding for the project before the project can to out to bid.



Sustainability

One of the Core Values at Gurrmatute is Environment. We design with the environment in mind and apply Green Design Concepts whether or not the project will be certified by a third party agency.

Sustainable design objectives can be met by implementing both passive and active systems. We always look for ways to increase passive systems including reviewing a building's site orientation for ways to increase prevailing winds, the creation of shady outdoor areas for students, increasing natural light and views and overactive systems. We provide you with viable options to meet your sustainable goals and objectives, and if so desired, we have in-house LEED AP design professionals, certified with the United States Green Building Council (USGBC) to design any project to be third party certified.

Overall, Gurrmatute is very experienced with the LEED process, including:

- Registering projects with USGBC, utilizing the current V4.1 rating systems
- Completing online templates
- Coordinating reviews with the USGBC
- Providing enhanced commissioning services



Miami-Dade County ISD Larcenia J. Bullard Plaza

Project Experience

Project	Certification Level
New South-Central Checked Baggage Inspection System (CBIS) Checked Baggage Reconciliation Areas (CBRA) Baggage Handling System (BHS) Building at Miami International Airport	LEED Gold v3
Miami-Dade County DSWM Mosquito Control Complex	LEED Silver v4
Miami-Dade County ISD Larcenia J. Bullard Plaza,	LEED Silver v4
New Airport Operations Center/Emergency Operations Center (AOC/EOC) at Miami International Airport	LEED Silver v4
Terminal 4 Gate Replacement at Fort Lauderdale at Hollywood International Airport	LEED Silver v3
Wynwood Neighborhood Service Center	LEED Silver v3
Homestead Armory Renovation Building #756	LEED Certified v3
West Palm Beach Babcock Armory Renovation & Addition	LEED Certified v3

Building Information Modeling (BIM)

We firmly believe in integrating technology into our design process not only as a tool to communicate more effectively with our clients, but also as a means to reduce unnecessary change orders during construction caused by clashing building systems.

Gurrmatute uses Autodesk Revit, a building information modeling program that provides added features and benefit to our clients by allowing us to perform Clash Detection on our 3-D models to identify any conflicts between structural beams, mechanical systems and any other building systems before the project goes into construction.

All of our design professionals are highly proficient with this program and can take any space and create a view for the owner to have a view of the entire space. The program enables the design staff to apply finishes and lighting for photo-realistic images of the projects.



Visualize

Generate photorealistic renderings. Create documentation with cut-aways and 3D view, and stereo panoramas to extend your design to virtual reality.



Analyze

Optimize building performance early in the design process, run cost estimates, and monitor performance changes over the project's and building's lifetime.



Coordinate

Since Revit is a multi-discipline BIM platform, we can share model data with engineers and contractors within Revit reducing coordination tasks.

Community Engagement

Led by Daphne I Gurri, AIA, RID, LEED AP (Owner and Principal) Gurrmatute routinely conducts community meetings on behalf of municipalities and county governmental clients. Some clients for which Gurrmatute have performed community meetings and design charrettes includes the City of Miami, City of Coral Gables and Miami-Dade County. Many of the projects requiring community meetings and/or Commission Board approval include parks, community centers, redevelopment of sites for different uses, planning and zoning board presentations and preservation or adaptive re-use of historic sites/buildings to historic preservation boards.

When a project identifies the need to have community input on a project, Gurrmatute works closely with the capital improvements project manager, the user groups and most importantly, the commissioner's office. After a commissioner has previewed a project and provided support for the project design, the project is presented to the community for their input. Most projects will require a minimum of two community meetings for each project. This gives an opportunity for the community to not only provide input at the beginning of the project, but again before the project design is finalized.



While each client has different needs and approaches, the goal is the same – obtain community input into the design process while ensuring that the project remains within the client's parameters of the scope, budget, and schedule.

Communities need to feel that their concerns are heard, documented and to the best of the ability of the client, addressed in the refinement

of the project design. When a community is engaged in the design process, it ensures the success of the project long after the construction is complete. A community that is proud of their neighborhood will watch and protect it.

Proposed Project Schedule

Schedule

Tentative proposed schedule of services and deliverables timeline.

Phase	Activity	Calendar Days
Pre-Design Services Planning & Programming Phase	Kick-off Meeting; requests survey, as-builts, Deerfield Beach Design Standards (if applicable), etc.	7
	Scope to Program Validation (Confirmation of the City's available budget as it relates to the Program needs). Analysis of the City's Construction Budget.	45
	City Review/Feedback	14
	Development of Conceptual Architectural Plans	45
	City Review/Feedback	14
	Preparation of Final Architectural and Civil Conceptual Drawings & w/written narratives from the engineering consultants and Probable Construction Cost	60
	City Review/Feedback	14
	Final Issuance of the Design/Build RFP Criteria Package (Ready to Advertise)	30
Bid Phase <i>Award of the contract to the successful Design/Build team.</i>	Respond to Questions from Bidders	30
Design Phase	Design Builder of Record is awarded the project and starts the design of the project. Gurri Matute is available to oversee the Design Build Team's work to ensure that the intent of the proposed design is met.	TBD
Construction Phase	Design Builder of Record commences construction of the project. Gurri Matute is available to serve as Owner Rep during construction. Review the project by Gurri Matute for possible deviations from the design intent established in the Design Criteria Package.	TBD

Licenses and Certifications

State of Florida

Department of State

I certify from the records of this office that GURRI MATUTE, P.A. is a corporation organized under the laws of the State of Florida, filed on August 8, 2000.

The document number of this corporation is P00000076167.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 4, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2024*




Secretary of State

Tracking Number: 6330110960CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Business Tax Office

150 NE 2nd Ave.

Deerfield Beach, FL 33441

Phone: (954) 480-4333

E-mail: web.btr@deerfield-beach.com

**Business Tax Receipt License**

2023 - 2024

License Number: 2024-466129

Date Issued: 8/30/2023

Expires: 9/30/2024

Classification: BUSINESS OFFICE/AGENT OR
AGENCYGURRI MATUTE P.A.
5001 SW 74 CT SUITE 208
MIAMI, Florida 33155Business Location: 10 FAIRWAY DR #215 DFB 33441
Service(s): OFFICE: INT. DESIGN/ARCHIT SRV

Tax Amount: \$117.60	Add Fees: \$117.60	Penalty: \$0.00	Total Amount Paid: \$235.20
----------------------	--------------------	-----------------	-----------------------------

Notice: This tax receipt becomes *NULL* and *VOID* if ownership, business name, or address changed.
Business owner **must** apply to Business Tax Office for Transfer.

Detach and retain for your records

- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1 to September 30th. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Deerfield Beach Business Tax Receipt, you will be sent a renewal notice each year beginning July 1st, (90 days prior to expiration) to the address listed on the Receipt. Please check all Receipt information and report any errors to us immediately. The City may impose fines and penalties for failure to renew this Receipt.
- Your current Receipt shall be posted so that it is able to be viewed by anyone upon entering your place of business.
- If you change your business name, ownership or location, you must apply for a new Tax Receipt.
- If you have more than one location, you must obtain a Receipt for each location.
- For information on signage regulations, visit the City's website at <http://www.deerfield-beach.com/signage>

Increase traffic to your business by participating in the City's Recycling Rewards Program!

Residents who recycle on a regular basis are accumulating points to be redeemed for rewards at participating businesses to claim discounts and gift certificates. Participating businesses see increased traffic from this program and those that have a commercial recycling account serviced by the City receive additional rewards.

To learn how to have your business become a Rewards Partner, please contact Recycling Perks at ifor@recyclingperks.com. For informatoin on how to set up a commercial recycling account, contact the City's Recycling Division at 954-480-4454.

This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deefield Beach.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**DBA:**
Business Name: DAPHNE GURRI**Receipt #:** 316-280649
Business Type: ARCHITECT (ARCHITECT)**Owner Name:** GURRI MATUTE PA
Business Location: 10 FAIRWAY DR STE 215
DEERFIELD BEACH
Business Phone: 305-661-0069**Business Opened:** 08/01/2016
State/County/Cert/Reg: AR0015179
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
1

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

Receipt Fee 30.00
Packing/Processing/Canning Employees 0.00**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

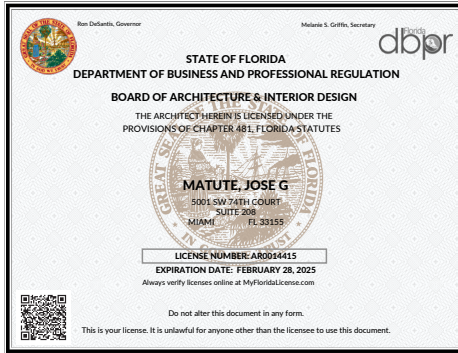
Mailing Address:DAPHNE GURRI
5001 SW 74 CT STE 208
MIAMI, FL 33155**Receipt #** WWW-22-00268310
Paid 08/28/2023 30.00**2023 - 2024****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

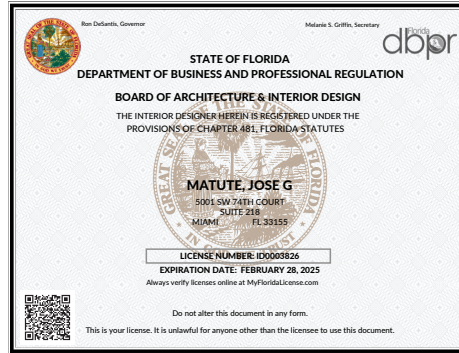
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Business Type: ARCHITECT (ARCHITECT)**Owner Name:** GURRI MATUTE PA
Business Location: 10 FAIRWAY DR STE 215
DEERFIELD BEACH
Business Phone: 305-661-0069**Business Opened:** 08/01/2016
State/County/Cert/Reg: AR0015179
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
1

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

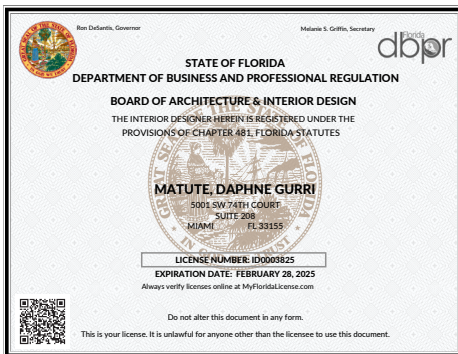
Receipt # WWW-22-00268310
Paid 08/28/2023 30.00



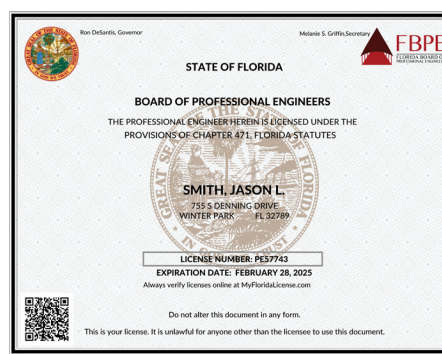
Jose G. Matute – Architecture License



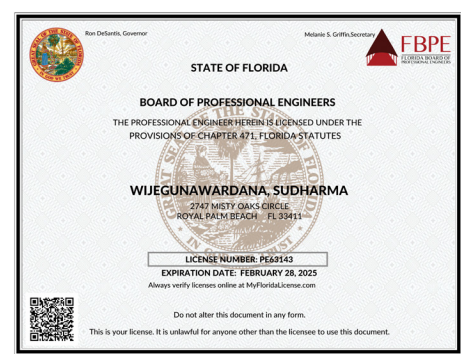
Jose G. Matute – Interior Design License

Daphne I. Gurri – Architecture License
*Qualifying architect for Gurri Matute PA

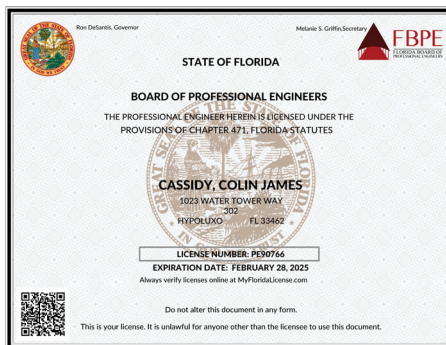
Daphne M. Gurri – Interior Design License



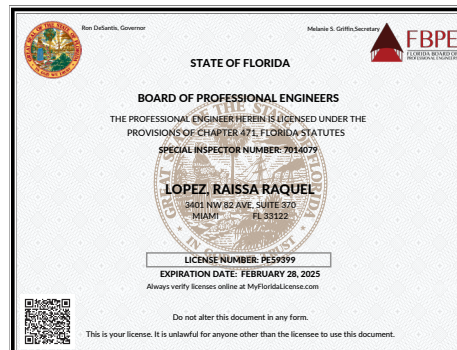
Jason Smith – Professional Engineer



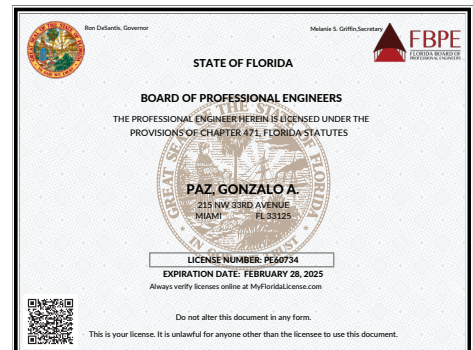
Sudharma Wijegunawardana – Professional Engineer



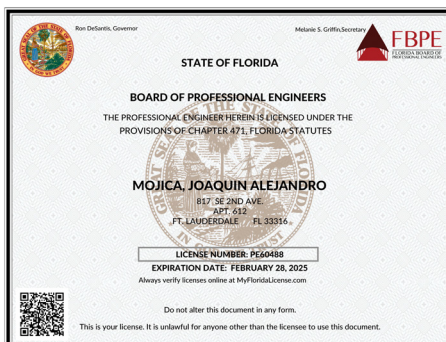
Colin Cassidy – Professional Engineer



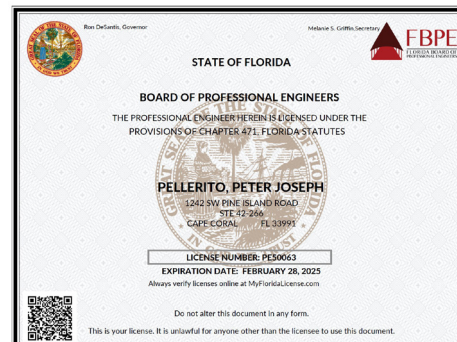
Raissa R. Lopez – Professional Engineer



Gonzalo Paz – Professional Engineer



Joaquin Mojica – Professional Engineer



Peter Pellerito – Professional Engineer

5001 SW 74th Court Suite 208
Miami Florida 33155

10 Fairway Drive Suite 215
Deerfield Beach Florida 33441

305 661 0069
info@gurrimatute.com

AR0015179
gurrimatute.com

GURRIMATUTE



GURRIMATUTE

September 10, 2024
Revised November 4, 2024
Revised November 13, 2024

Greg Warner, CPRE
Director of Parks and Recreation
City of Deerfield Beach
401A SW 4th Street
Deerfield Beach, FL 33441

Re: Professional Services for Development of a Design Criteria Package for the Re-development of the Constitution Park Community Center

GMPA Project No.: 24065
Sent via Email: Greg Warner gwarner@deerfield-beach.com

Dear Mr. Warner,

Gurri Matute PA. ("GMPA") is pleased to present to the City of Deerfield Beach with this proposal for the development of a Design Criteria Package for the re-development of the Constitution Park Community Center located at 2841 W Hillsboro Blvd, Deerfield Beach, FL 33442. The existing community center will be demolished to make way for a new, larger community center. The community center is expected to be a single-story structure around 5,000 SF to 6,000 SF. The total project budget is approximately \$6M including both soft costs and construction costs. This proposal is for the proposed design of a single-story structure. The design of the new community center is not required to be a resiliency hub, or storm shelter, nor is it required to have emergency power.

BASIC SERVICES

1. Schematic Design Phase
 - a. Attend Kick-off Meeting / Site Visit
 - b. Attend Environmental Services Meeting
 - c. Preparation of the Schematic Design
 - i. Development of Programming & Adjacencies
 - ii. Site Plan Design – parking lot re-design to accommodate new additional parking spaces, including ADA compliance.
 - iii. Schematic Design Package
 1. Architectural Building Design – floor plan, reflected ceiling plan, roof plan, exterior elevations, building sections
 2. Preliminary life safety plan
 3. Preliminary civil engineering design narrative & preliminary layout
 4. Structural design – narrative and diagrams
 5. Mechanical design – narrative with diagrams of proposed HVAC systems & locations
 6. Electrical design – narrative, preliminary layout of power/data location
 - iv. One (1) 3D Rendering
 - d. Meeting to present to City leadership
 - e. One (1) community meeting – attended by the Architect
 - f. Incorporation of one (1) round of comments from the City

5001 SW 74TH COURT SUITE 208
MIAMI FLORIDA 33155

AR0015179
GURRIMATUTE.COM

T 305 661 0069
F 305 661 0089

2. Design Development Phase

a. Preparation of the Design Development Package

1. Architectural Building Design – updated site plan, updated floor plan, reflected ceiling plan, roof plan, exterior elevations, building sections, interior elevations, preliminary door and window schedules
2. Life Safety design updated – occupancy classification, exit calculations, etc.
3. Selection of Materials & Finishes
4. Civil engineering design – proposed utilities location, site drainage, locations of site improvements- handicap & pedestrian routes, etc, proposed right of way and parking circulation
5. Landscape Architectural & Irrigation Design – selection of plant material and irrigation requirements for proposed improvements
6. Structural design – foundation plans, roof framing plans, preliminary column, foundation and wall schedules
7. Mechanical Design – proposed layouts for HVAC ductwork and equipment layout, preliminary sizing of units
8. Electrical Design – lighting, power plans, site electrical plan,
9. Plumbing Design – proposed plumbing layout
10. Fire Protection Design – proposed layout and preliminary calculations

ii. Opinion of Probable Construction Cost (OPCC) using AACE Recommended Practice 56R-08, as Class 5.

- b. Meeting to present to City leadership
- c. Incorporation of one (1) round of comments from the City

3. Procurement of Other Services

- a. Procurement & Coordination of the Asbestos Survey of the existing building to be demolished.
- b. Procurement & Coordination of the Geotechnical Testing.
- c. Procurement & Coordination of the Topographic and Underground Utilities Survey

OPTIONAL ADDITIONAL SERVICES

1. Bid Phase

- a. Response to questions from the Design Build Team. (All disciplines)
- b. Provide assistance to the City to evaluate the Bids received and provide comments and recommendations. (All disciplines)

2. Design Phase Oversight

- a. Oversee the Design Build Team's work to ensure that the intent of the proposed design is met. One (1) review of the 50% CD's and (1) review of the 100% CD's prepared by the Design Builder's A/E. Our team will review their contract documents and provide comments on the design intent and if it follows the design build criteria package we prepared. This is not a quality control review of another A/E's work – only review of the design intent.

3. Construction Phase (Owner Representative)

- a. Provide a project representative to attend all the bi-weekly OAC meetings, prepare site visit reports, review contractor's pay applications, review construction progress to see if it meets the intent of the D/B criteria package, prepare minutes of all meetings with the contractor, review change orders on behalf of the City and make recommendations to the City; assist the City's PM as required. Duration of construction is 12 months. The effort is limited to 12 hours/week for 52 weeks.

4. Community Meetings: Attend additional community meetings, if required by the City. (attendance by only the architect)

Professional Fees

Basic Services	Percentage of fee:	
Schematic Design	15%	\$79,538.10
Design Development	20%	\$106,050.80
TOTAL DESIGN DEVELOPMENT LUMP SUM FEE:	35%	\$185,588.90
Procurement & Coordination of Other Services		
Asbestos Report (\$2,800 plus \$420.00 coordination fee)		\$3,220.00
Geotechnical Testing (\$4,450 plus \$670 coordination fee)		\$5,120.00
Topographic and Utilities Survey (\$8,300 plus \$1,245 coordination fee)		\$9,545.00
SUBTOTAL:		\$17,885.00
Optional Services		
Bid Phase		\$18,000.00 ✓
Design Phase Oversight		\$36,000.00 ✓
Construction Phase (Owner Representation)		\$102,960.00
Additional Community Meetings, if required.		\$3,000/meeting

Lump Sum Fee: (\$185,588.90 + \$17,885.00= \$203,473.90) **\$203,473.90**

(Two hundred three thousand, four hundred, seventy-three dollars and ninety cents).

General:

- The project scope will be completed in one (1) phase. Phasing plans are not included in the scope.
- Design Criteria Package (DCP) constitutes general design guidelines and site-specific requirements that shall be adhered to by the Design/Build team during the design and construction phases of the Project.
- Permitting tasks such as preparation of submittal packages, coordination and processing with agencies having jurisdiction are not included in this scope.
- This scope of services does not include public outreach, rezoning, special permits, variances or conditional uses.
- There are existing trees on site; tree removal/relocation is required; the permitting agency is the City of Deerfield Beach. The City shall supply a tree survey and arborist report at the commencement of the services.
- No off-site roadway or utility improvements/extensions are included in the fee proposal.
- Existing utilities of sufficient size, depth, pressure and capacity are available and accessible adjacent to the site and will serve as the source for accommodating the project. Design of a sanitary lift station(s) is not included in this scope.

Client Provided Information

In order for GMPA to commence services, we will require the following from Client before the services begin:

- Tree Survey
- Arborist report
- PDFs of all the existing buildings (original plans & subsequent additions)
- Any pertinent documents such as environmental reports, etc.

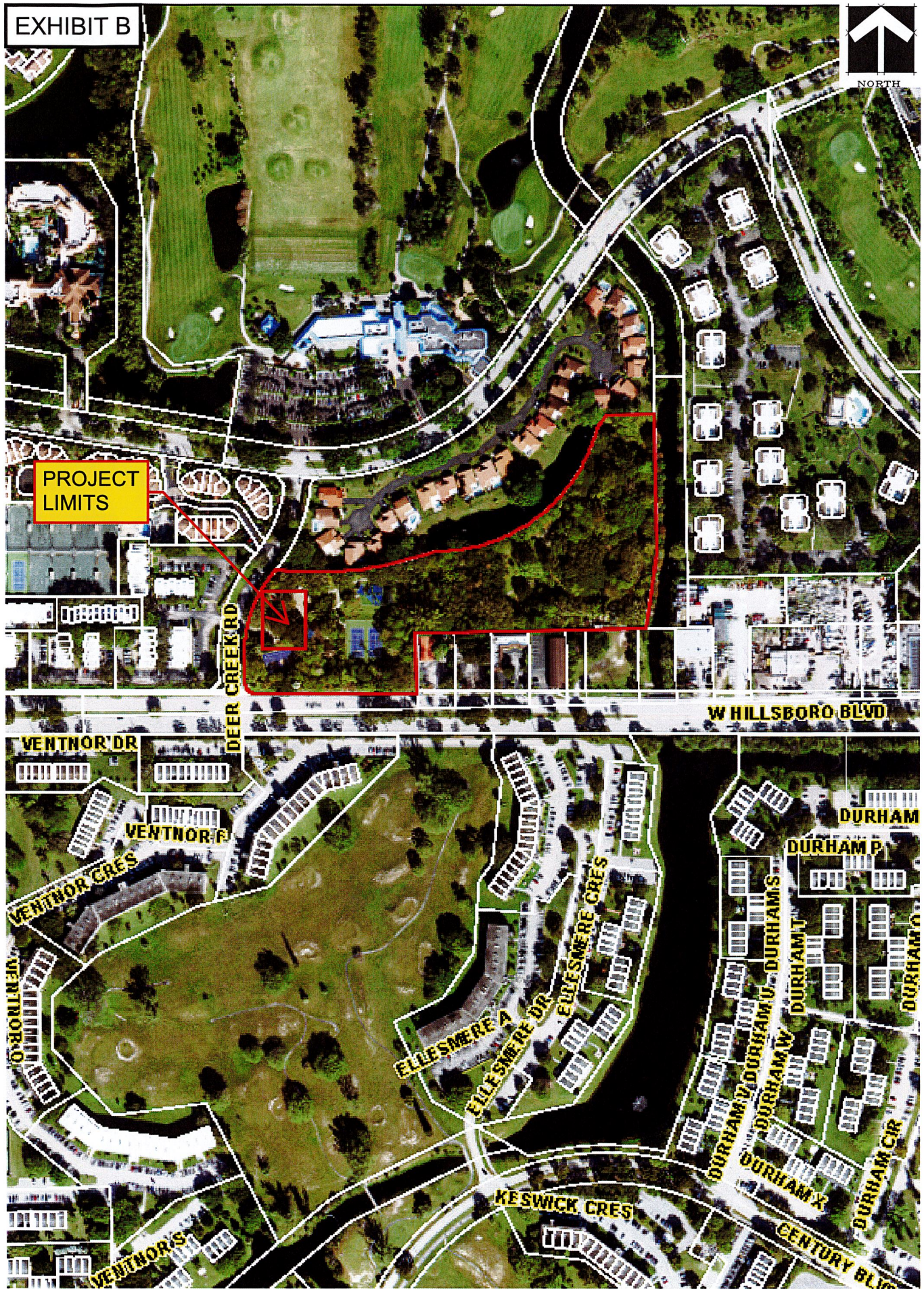
We look forward to continuing our ongoing relationship with you and the City of Deerfield Beach. Please do not hesitate to call me with any questions or comments.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Daphne Gurri', with a stylized flourish at the end.

Daphne Gurri, AIA, LEED AP
Principal

EXHIBIT B



Fee Guide Calculator For AE Services

Architect-Engineer Fee Guidelines

Fee Guide Calculator For AE Services

Instructions: Fill in probable construction cost at left and the calculations will automatically appear in the corresponding cells.

Project Name

CONSTRUCTION COST FOR

BUILDING (Sitework Not Included)

\$ 6,000,000

CALCULATED FEE

COMPLEXITY GROUP - PERCENTAGE

A	B	C	D	E	F	G
8.19%	7.61%	8.15%	7.03%	6.46%	5.90%	7.71%
\$491,639	\$456,730	\$488,970	\$421,944	\$387,828	\$353,799	\$462,495

GROUP DEFINITIONS

"A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals

"B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers

"C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

"D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

"E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

"F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

• Feasibility Studies/ Analysis • Facility Programming • Master Planning • Soils Investigations/Reports • Surveys -Topographic/Boundary • Vegetation/Improvements/Utilities • Measured Drawings of Existing Facilities • Existing Facilities Analysis • Toxic Substance Mitigation Surveys and Consultation • Site Environmental Assessments • Site DRI, PUD, Site Plan Review and/or Zoning Modifications • Traffic Analysis and Traffic Signal Warrant Studies • Civil Engineering Design including Paving/Grading/Utilities/Drainage/Storm-water Management/Environmental & All Site Permitting • Existing Site Utility Infrastructure Improvements • Site Lighting Design	• LEED Consultation • Graphic and Signage Design • Special Code Reviews including ACHA • Detailed Cost Estimates • Documents Prepared For: • Alternate Bids Exceeding Contract Scope • Excessive Change Orders • Multiple Construction Contracts • Record Documents/As Builts • Prolonged Construction Contract Administration Services • Structural Threshold Inspections • Project Representation During Construction Beyond Bi-Monthly Administration • Additional Construction Contract • Administration Services for Multiple Contracts
• Landscape Architectural & Irrigation Design • Specialty Consultants • Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security • Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis	• Building Commissioning and Training Services • Post Occupancy Inspections/ Evaluations • Renderings/ Models • Substantive Changes to Scope, Size or Complexity • Owner Requested Changes to Approved Documents • Reimbursable Expenses* • Including, but not limited to, reproduction/ printing costs, travel expenses, and special mail service expenses

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

DMS Fee Curve "D" (Average Complexity) 7.03%

Construction Budget: \$6,000,000.00

Base Services Fee: (Architecture, Life Safety, **\$421,944.00**
Selection of all
interior finishes, Structural Engineering
Design, Mechanical,
Electrical, Plumbing & Fire Protection
Engineering Design).

**Additional Services (Outside of the DMS
Fee Curve):** (Civil engineering,
Landscape Architecture and Irrigation,
Cost Estimating and Reimbursable
Expenses).

Civil Engineering:	\$62,110.00
Landscape Arch & Irrigation:	\$21,500.00
Cost Estimate:	\$22,200.00
Reimbursable Expenses:	\$ 2,500.00

Total Lump Sum Fee:	\$530,254.00
(FOR THE ENTIRE PROJECT)	

Fee Breakdown by Phase:

Schematic Design Phase: (15%)	\$ 79,538.10
Design Development Phase: (20%)	\$106,050.80
50% CD's: (20%)	\$106,050.80
100% CD's: (20%)	\$106,050.80
Bid Phase: (5%)	\$ 26,512.00
Construction Administration: (20%)	\$106,050.80

Fee Proposals:

Geotechnical

Aesbestos

August 30, 2024

Mr. Angel Tamayo
Job Captain
Gurri Matute PA
5001 SW 74 Court, Suite 208
Miami, Florida 33155

RE: PROPOSAL FOR PRE-DEMOLITION ASBESTOS SURVEY SERVICES
Deerfield Beach Arboretum at Constitution Park
2841 West Hillsboro Boulevard
Deerfield Beach, Florida 33442
EBS Proposal No.02730-SF

Dear Mr. Tamayo:

At your request, EBS Engineering, Inc. (EBS) has prepared this proposal for pre-demolition asbestos survey services for the Arboretum Building at Constitution Park located at 2841 West Hillsboro Boulevard in Deerfield Beach, Florida. The purpose of the survey is to determine if there are asbestos-containing materials within the building prior to any renovation or demolition activities which may disturb them. EBS will provide a digitally signed and sealed report for your use. The project will be performed in accordance with Federal, State and Local regulations. The estimated cost of our services is as follows:

Pre-Renovation Asbestos Survey/Report.....\$2,800.00

At the end of the project, a single invoice will be issued and is due upon delivery of the report. We anticipate delivery of the report within 7-10 business days of your acceptance of this proposal, and escorted access to the property.

AUTHORIZATION

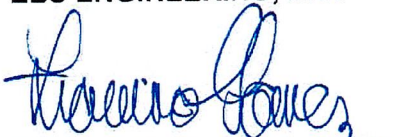
Please acknowledge your acceptance of this proposal and the authorization of work by signing below.

By: _____ Signature: _____

Title: _____ Date: _____

Please feel free to contact us at your convenience with any questions concerning this proposal.

Sincerely,
EBS ENGINEERING, INC.


Francisco E. Gomez
Senior Environmental Scientist

EBS ENGINEERING, INC.
4715 NW 157 ST. STE. 202
MIAMI GARDENS, FLORIDA 33014
Tel. 305-625-5252 • Fax. 305-625-7110

September 3, 2024

Gurrimatute

Attn: Mr. Angel Tamayo

5001 SW 74th Court/ Ste. 208

Miami, FL 33155

Phone: 305.661.0069 | Email: atamayo@gurrimatute.com

Re: Proposal/Agreement for Geotechnical Exploration Services
Constitution Park Community Center
2841 W. Hillsboro Boulevard
Deerfield Beach, FL 33442

Dear Mr. Tamayo:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per our conversation on August 30, 2024 and review of the survey and aerial provided, we understand that plans for this project include demolishing the existing community center and constructing a one-story 6,000 square foot community center at the referenced site. Additional improvements will include paved parking and drive areas. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

SCOPE OF WORK

We propose to perform three Standard Penetration Test (SPT) borings to a depth of 20 feet utilizing truck mounted equipment as well as one SPT boring to depth of 15 feet utilizing portable equipment in the area of the proposed construction. The borings will be performed in general accordance with ASTM D-1586 specifications. Additionally, we propose to perform one South Florida Water Management District (SFWMD) usual type open-hole exfiltration test to a depth of six feet in an effort to measure the hydraulic conductivity of the existing soils at specific test locations for site drainage evaluation by others. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings, general site preparation, foundation design recommendations for support of the proposed construction, graphic logs of the test borings, and a test boring location plan. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site.

FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$4,450.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	\$150.00
Mobilization of equipment/crew	1 @ \$250.00	\$250.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$750.00 (min)
SPT boring* (portable equipment)	Lump Sum	\$750.00 (min)
Casing	Lump Sum	\$350.00 (min)
SFWMD exfiltration test	Lump Sum	\$600.00
Soil classification/ laboratory analysis	Lump Sum	\$250.00
Project Engineer	Lump Sum	\$1,000.00
Principal Engineer	Lump Sum	\$250.00
Project administration/ clerical	Lump Sum	\$100.00

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%. Also, the above rates are based on normal business hours. If this work requires night/ weekend hours, the unit rates will be increased by 1.5.

Construction Materials Testing (as may be required):

Pile monitoring - \$85.00/hour
 Special inspections - \$95.00/hour (min. 2 hrs. / trip)
 Proctors - \$180.00/test
 Density tests - \$35.00/test (5 min/trip)
 Concrete cylinders - \$125.00/set
 Trip charge (if required) - TBD
 Project administration/ clerical - \$50.00/hour
 Professional Engineer - \$180.00/hour

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately one business day to complete. The geotechnical report should be available within approximately 15 - 18 business days after the on-site work is completed.

NE has been offering engineering, testing and inspection services for over 50 years in South Florida and the Treasure Coast. Our commitment to practical, cost-effective solutions supported by responsive client service distinguishes the firm and enables us to solve your most demanding technical challenges. One of the key constituents for NE's success is our staff of experienced engineering and environmental professionals and technicians that are registered/certified and have been trained to provide a wide range of testing and inspection services. Our laboratory is certified and checked annually by the Construction Materials Engineering Council (CMEC) and Florida Department of Transportation (FDOT).

Our affiliated company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For over thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. Please call 561-732-7200 to speak with an NEF project manager regarding these services.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,
NUTTING ENGINEERS OF FLORIDA, INC.

Scott Ersland
Division Manager

Richard C. Wohlfarth, P.E.
Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. **If you are a first-time client, the deposit amount is collected at time of proposal acceptance and the balance due is to be paid at the time of report completion.** Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

Constitution Park Comm Ctr Gurrimatute 2841 W Hillsboro Blvd Deerfield geo 9-3-24

General Terms and Conditions

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

Delivery – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

Payment - No deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

Damage to Existing Man-made Objects - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

Warranty and Limitation of Liability - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Indemnification – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

Sampling or Testing Location - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any damage to utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client and will not be assumed by NE.

Sample Handling and Retention – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

Force Majeure - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

Documents - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE's reports for purposes of the current project. **Other parties are not authorized to use or rely upon NE's reports unless NE so states in writing.**

NE - General Contract Terms and Conditions May 2017

cc: Connie Gworek – Business Development Associate

Constitution Park Comm Ctr Gurrimatute 2841 W Hillsboro Blvd Deerfield geo 9-3-24

1310 NEPTUNE DRIVE · BOYNTON BEACH, FLORIDA 33426 · 561-736-4900
Treasure Coast 772-408-1050 · Broward 954-941-8700 · Miami-Dade/ Monroe 305-824-0060



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

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Coastal Engineering
Code Compliance
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Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

November 12, 2024

Mr. Angel Tamayo
Project Coordinator, Gurrimatute
5001 SW 74th Avenue, Suite 208
Miami, FL 33155

RE: Constitution Park, Deerfield Beach

Dear Mr. Tamayo:

Calvin, Giordano & Associates (CGA) is pleased to submit this proposal for Professional Surveying Services for the above referenced project. Based on the information provided, the task is to update a portion of the Boundary & Topographic Survey for Constitution Park and Arboretum, located at 2841 W. Hillsboro Boulevard, Deerfield Beach, that was prepared by CGA under Project No.: 19-3401. Please consider the following scope of services, schedule and fee.

Topographic Survey

CGA will update the topographic survey within the area shown on the attached exhibit to reflect current conditions. Either additions or deletions related to the above-ground improvements within the area pertaining to sidewalks, edge of pavement, concrete curb, buildings, tennis courts, playgrounds, parking lot striping, fences, driveways, trees and visible above-ground utilities will be updated within the survey cad file.

Underground Utility Location

CGA will sub-contract the location of underground utilities using Ground Penetrating Radar (GPR) technology. Utility locations will be painted on the ground and the paint markings will be located by survey field crews and shown on the survey. There will be no potholing of utilities for visual observation.

Survey Deliverables

All survey information will be produced using AutoCAD software and presented on a 24"x36" sheets. A digital copy of associated drawing files (.dwg) will be furnished together with the cad drawing file.

Fee and Schedule

The lump sum fee to complete the above referenced Scope of Services is Eight Thousand Three Hundred Fifty Dollars (\$ 8,300.00) with a completion date of three-four (3-4) weeks upon a Notice-to-Proceed. We appreciate the opportunity to provide this proposal and if you have any questions or comments regarding, please contact me.

TERMS AND CONDITIONS

1. INVOICE & PAYMENT STRUCTURE. CGA will invoice Client on a monthly basis. All payments are due to CGA within 30 days of invoice receipt. Payments owed to CGA but not made within 45 days of invoice date shall bear simple interest at the rate of 1.5% per month. If payment is not received within 45 days of invoice date, Services will be discontinued until all invoices and interest are paid in full.
2. CHANGES TO SCOPE OF SERVICES. Any changes to Services between Client and CGA shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. No changes shall be binding absent a written Amendment executed by both Parties.
3. TERMINATION. Either party may terminate this Agreement (consisting of the proposal and these Additional Terms and Conditions) upon 10 days written notice, with or without cause. In case of such termination, CGA shall receive payment for work completed up to and including the date of termination within 15 days of the termination. Upon receipt of notice of termination, CGA shall discontinue all services and work in connection with the performance of this Agreement and shall deliver to Client, in electronic and/or other formats all finished and unfinished documents and work product prepared by CGA under this Agreement. CGA shall not be responsible or liable in any manner for Client's use of unfinished work product or documents listed above.
4. CLIENT OBLIGATIONS. Client shall timely provide all data information, plans, specifications, and documentation required by CGA to perform Services at no cost to CGA.
5. LIMITS OF LIABILITY. EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CGA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM CLIENT'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CGA OR CLIENT BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF CLIENT OR CGA UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CGA PURSUANT TO THIS AGREEMENT.
6. PERFORMANCE STANDARDS. CGA shall perform Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession performing substantially same services.
7. INDEPENDENT CONTRACTOR & THIRD-PARTY RELIANCE. CGA is an independent contractor, and neither CGA, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. Agreement is intended for the mutual benefit of the Parties hereto and no third-party rights are intended or implied. Consultant and its agents, servants, and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the Municipality for purposes of Florida Statute 768.28 when applicable.
8. ASSIGNMENT AND SUBCONTRACT. Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Client, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Client. Consultant may subcontract any or all of the services to its Affiliates without notice to Client. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Client prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.
9. INSURANCE. (A.) CGA shall procure and maintain and shall cause any subcontractor of CGA to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to CLIENT. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. (B.) Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. (C.) Commercial general liability insurance with minimum combined single limits of one million-dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent consultants and products. The policy shall contain a severability of interest provision and shall be endorsed to include CLIENT and CLIENT's officers, employees, and CGAs as additional insureds. (D.) Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate. (E.) Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident. (F.) CLIENT shall be named as an additional insured on CGA's insurance coverage. (G.) Upon request, CGA shall submit certificates of insurance acceptable to CLIENT.
10. DISPUTE RESOLUTION & ATTORNEY FEES. In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation. The cost thereof shall be borne equally by each Party. In the event of dispute litigation to enforce any of the terms herein, the prevailing Party shall be entitled to recover reasonable attorneys' and consultants' fees.
11. GOVERNING LAW AND VENUE. Agreement shall be construed under and governed by the laws of the State of Florida, excluding the conflict of laws provisions thereof. Any action under this Agreement shall be brought in the state and federal courts serving Miami, Florida and each Party hereby submits to the jurisdiction of such courts.
12. COUNTERPARTS & WAIVER. Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

TERMS AND CONDITIONS

13. ENTIRE AGREEMENT. Agreement, along with exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

Calvin, Giordano & Associates, Inc.



Steven M. Watts, PSM
Director of Survey

Gurrimatute

Name:
Title:



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-632

Agenda Date: 12/17/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Accenture, LLP for American Rescue Plan Act Grant Management Services in an amount not to exceed \$50,000.00, utilizing the terms of State of Florida, Department of Management Services Request for Proposal No. 06-80101500-J and State Term Contract No. 80101500-20-1; providing for execution and an effective date. (Funds from Account #100-360-19001-0000-503099 - Construction and Facilities Maintenance Professional Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Not to exceed \$50,000

Account Name: Construction and Facilities Maintenance Professional Services

Account Number: 100-360-19001-0000-503099

Background/History

The American Rescue Plan Act was signed into law by the President of the United States on March 11, 2021, and all states, counties, and municipalities were awarded funding directly. The City was allocated \$16,284,885. The money may be used to address negative economic impacts caused by the public health emergency, replace lost public sector revenue, provide premium pay for essential workers, or invest in water, sewer, and broadband infrastructure.

City Administration entered into an agreement with Government Services Group, Inc. ("GSG") to work together to identify potential projects to be funded with the ARPA funding. The list of projects was first presented to the City Commission for consideration during a regular City Commission meeting on November 16, 2021. After discussion, there was a consensus to move forward, and Resolution No. 2021/169 was adopted, which is on file in the Clerk's Office.

Due to the release of the Final Rule from the Treasury on January 6, 2022, the ARPA project funding strategy changed. The Final Rule allowed for local governments to utilize up to \$10 million of ARPA spending on the "Provision of Government Services" in the Revenue Loss category. The plan utilized that \$10 million to fund the regularly occurring expenditures of the City's contract with the Broward County Sheriff's Office, thereby freeing up resources in the General Fund to pay for the projects made available by ARPA from the original list presented to the City. This action resulted in city cost savings for both the time and resources required for these projects. This change was approved pursuant to Resolution No. 2022/092, which is on file in the Clerk's Office.

The agreement with GSG expired on August 31, 2024, and the State of Florida did not renew the contract as GSG was acquired by Accenture, LLP. The State then entered into a new contract with Accenture, LLP, utilizing its initial RFP and Term Contract which was extended until May 30, 2025.

As the City still needs grant management assistance in connection with the ARPA funding and projects, City staff desires to continue to utilize the services previously provided by GSG, which now is Accenture, LLP.

Current Activity

As the City still needs grant management assistance with the ARPA funding and projects, staff recommends entering into an agreement with Accenture, LLP, utilizing the State of Florida, Department of Management Services State Term Contract # 80101500-20-1 with Accenture in accordance with Section 38-116(3)(b)(1) of the City's Procurement Code.

Recommendation

It is recommended that the City Commission approve the agreement between the City of Deerfield Beach and Accenture for the administration of the City of Deerfield Beach American Rescue funds in an amount not to exceed \$50,000.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ACCENTURE, LLP FOR AMERICAN RESCUE PLAN ACT GRANT MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000.00, UTILIZING THE TERMS OF STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES REQUEST FOR PROPOSAL NO. 06-80101500-J AND STATE TERM CONTRACT NO. 80101500-20-1; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach was awarded American Rescue Plan Act funding in the amount of \$16,284,885.00 (the “ARPA Funds”), which may be used to address negative economic impacts caused by the public health emergency, replace lost public sector revenue, provide premium pay for essential workers, or invest in water, sewer, and broadband infrastructure; and

WHEREAS, on May 4, 2021, the City entered into an agreement with Government Services Group, Inc. (“GSG”) utilizing the State of Florida, Department of Management Services (the “State”) State Term Contract #80101500-20-1 to provide a range of ARPA Act grant management related services including development of a needs assessment, eligibility determination, development of application and program requirements, monitoring, reporting, and compliance services; and

WHEREAS, pursuant to Resolution No. 2022/039, the City entered into an agreement with GSG to provide grant management services related to Phase II Services for the ARPA Funds, which included grant technical support, management, and reporting (collectively, “Phase II”); and

WHEREAS, the agreement with GSG expired on August 31, 2024, GSG was acquired by Accenture, LLP (“Accenture”), and the State entered into a new state contract with Accenture, LLP; and

WHEREAS, in order for the City to continue to have assistance in the management and monitoring of the City Projects and the ARPA Funds, it is necessary to retain a firm familiar with the ARPA Funds and the funding requirements; and

WHEREAS, the City’s Procurement Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies and participation in cooperative purchases; and

WHEREAS, the City is seeking to contract with Accenture to provide grant management consulting services in relation to the City Projects and ARPA Funds (collectively the “Grant Management Services”) utilizing the terms of the State of Florida, Department of Management

Services Request for Proposal No. 06-80101500- J and related contract, with a current term that expires on May 30, 2025 (the “State Contract”); and

WHEREAS, Accenture has agreed to provide the Grant Management Services to the City based upon the terms and conditions of the State Contract, in an amount not to exceed \$50,000.00; and

WHEREAS, staff has confirmed that the State Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve and authorize the execution of an agreement with Accenture, attached as Exhibit “1”, for the Grant Management Services, utilizing the terms and conditions of the State Contract for a term commencing upon execution and ending on May 30, 2025 (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Agreement with Accenture, attached as Exhibit “1”, to provide the Grant Management Services in an amount not to exceed \$50,000.00.

Section 3. The Interim City Manager is hereby authorized to execute the Agreement with Accenture, attached as Exhibit “1”, based upon the terms and conditions of the State Contract, together with such non-substantial changes as are acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

PIGGYBACK AGREEMENT FOR AMERICAN RESCUE PLAN ACT MANAGEMENT CONSULTING SERVICES

This Agreement is made this ____ day of December 2024 by and between the City of Deerfield Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N. E. 2nd Avenue, Deerfield Beach, Florida 33441 (the “City”) and Accenture LLP ., a Partnership, authorized to do business in the State of Florida, whose address is 500 W. Madison ST., Chicago, IL 60661 (the “Contractor”).

WITNESSETH

WHEREAS, on 03/17/2020, the State of Florida, Department of Management Services (the “Department”), issued Request for Proposal No: 06-80101500-J (the “RFP”) to solicit proposals from qualified firms with expertise in the provision of management consulting services and financial and performance audits for which over fifty (50) proposals were received; and

WHEREAS, State of Florida (State), Department of Management Services (Department) selected Accenture LLP, (“Contractor”) as the most qualified entity with respect to cost, expertise, and relevant experience to provide the scope of services requested, and awarded it a three (3) year agreement with a Renewal Term not to exceed the Initial Contract Term; and

WHEREAS, the City is seeking to contract with the Contractor to provide similar Management Consulting Services as provided in RFP, and as set forth in Contractor’s Scope of Work and Proposal dated November 1, 2024 attached as Exhibit “A” (collectively, the “Services”); and

WHEREAS, the parties wish to incorporate the Department’s RFP, the State Term Contract dated February 18, 2021 and all Amendments thereto attached as Composite Exhibit “B” (collectively the “State of Florida Contract”); and

WHEREAS, the Procurement Division has confirmed that the State of Florida Contract is still effective and Contractor’s Scope of Work is consistent with the RFP and the State of Florida’s Contract; and

WHEREAS, Section 38-116(3)(b)10. of the City Code, provides authority for the City to acquire goods or services utilizing a contract from a government entity that was competitively procured as an exemption from the City’s otherwise required competitive selection process; and

WHEREAS, on December 17, 2024, the City Commission adopted Resolution No.2024/____, approving a piggyback agreement with the Contractor in an amount not to exceed \$50,000.00 for the Services.

WHEREAS, the City desires to enter into an agreement with Contractor for similar Services based upon State of Florida’s RFP and Contract ; and

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Term.** The term of this Agreement commences from the date of execution and will remain in effect until May 30, 2025. If the State of Florida’s Contract expires or is terminated during the Term, this Agreement shall terminate six months after such expiration or termination of the State of Florida’s Contract.

Section 2. **Contract Terms.** The Contractor agrees to complete the Services, as provided in Contractor’s Scope of Work and Proposal attached as Exhibit “A” on the same terms and in the same manner as set forth in the State of Florida’s Contract, attached as Composite Exhibit “B”, except as otherwise provided herein. All recitals, representations, and warranties of Contractor made by Contractor in the State of Florida’s Contract and Amendments thereto are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the “State of Florida” are hereby replaced with the “City of Deerfield Beach.”

2.1 **PUBLIC RECORDS.**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records:	HEATHER MONTEMAYOR, CITY CLERK
Mailing address:	150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
Telephone number:	954-480-4213
Email:	WEB.CLERK@DEERFIELD-BEACH.COM

2.2 **VERIFICATION OF EMPLOYMENT ELIGIBILITY**

Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., “Employment Eligibility,” including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. All costs incurred to initiate and sustain the aforementioned program shall be the responsibility of the Contractor in accordance with Sections 448.09 and 448.095, Florida Statutes. Contractor is liable for additional costs incurred by the City as a result of termination of this Agreement. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

2.3 **SCRUTINIZED COMPANIES.**

a. Contractor certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subconsultants are found to have submitted a false certification; or if Contractor, or its subconsultants are placed on the Scrutinized

Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, Contractor certifies that it and its subconsultants 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 City may immediately terminate this Agreement at its sole option if Contractor, its affiliates, or its subconsultants are found to have submitted a false certification; or if Contractor, its affiliates, or its subconsultants are placed on 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 the Agreement.

c. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

2.4 **NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES.** In accordance with Section 787.06(13), Florida Statutes, as Contractor is a nongovernmental entity doing business with the City, Contractor is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

Section 3. Compensation. The City shall compensate Contractor pursuant to the hourly rates set forth in Exhibit "A" and consistent with State of Florida's Contract for the Services in amount not to exceed \$ \$50,000.00 for the Services, which amount shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate Contractor for the Services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Agreement. No amount shall be paid to Contractor to reimburse its expenses, unless authorized in this Agreement.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 5. Notice. Notwithstanding anything to the contrary in the Master Agreement, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Interim City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

Copy to: Anthony C. Soroka, City Attorney
City of Deerfield Beach
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431

For Contractor: Accenture LLP
500 W. Madison ST.,
Chicago, IL 60661
shireen.s.sackreiter@accenture.com

Section 6. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 7. **Entire Agreement.** This Agreement, including the State of Florida's Contract, sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

[THIS SPACE LEFT INTENTIONALLY BLANK]

PIGGYBACK AGREEMENT FOR AMERICAN RESCUE PLAN ACT MANAGEMENT CONSULTING SERVICES

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST: CITY OF DEERFIELD BEACH, FLORIDA

Heather Montemayor, City Clerk By: Rodney Brimlow, Interim City Manager
 day of , 2024.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use of and reliance by the City of Deerfield Beach, Florida, only.

By: Anthony C. Soroka, City Attorney

Contractor

WITNESS:

By: Moumita Santra
Print Name: Moumita Santra
By: Katrina Harding
Print Name: Katrina Harding

By: Shireen Sackeiter
Print Name: Shireen Sackeiter
4th day of December, 2024.

EXHIBIT “A”

SCOPE OF WORK AND PROPOSAL FROM ACCENTURE LLP

9400 Southpark Center Loop, Orlando, FL, 32819

info@anseradvisory.com

Part of **Accenture**

November 1, 2024

Mr. Jonathan Salas
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Dear Mr. Salas

Anser Advisory Consulting, LLC (Anser), (formerly Government Services Group, Inc.) now part of Accenture, are eager to express our interest in continuing to provide Grants Management Services for the American Rescue Plan Act. With nearly three decades of experience in serving public agencies in Florida and across the United States, our firm is well-positioned to assist the City of Deerfield Beach in leveraging grant funding to augment existing local funding and achieve its goals to benefit the residents it serves.

Anser Advisory Consulting, LLC is a wholly owned subsidiary of Anser Advisory LLC. Anser Advisory Management, LLC (principally providing construction management services) is a sister entity to Anser Advisory Consulting, LLC. Both companies are wholly owned subsidiaries of Anser Advisory, LLC. Anser Advisory Consulting LLC" previously held the legal name of "RW Block Consulting, LLC." RW Block Consulting, LLC was acquired by Anser Advisory, LLC in 2018. A name change was filed on 11/14/2018, in the entity's home domicile of Delaware.

On November 5, 2021, Anser Advisory Consulting LLC completed the acquisition of Florida-headquartered advisory firm Government Services Group, LLC ("GSG"). A full transition has since been completed and we are now operating as a fully integrated team. On August 7, 2023, Anser Advisory Consulting LLC and its parent entity, Anser Advisory LLC, formally closed a transaction to be acquired by Accenture LLP (NYSE: ACN). Anser Advisory LLC is now a wholly owned subsidiary of Accenture LLP. Accenture is a leading global professional services company of over 738,000 staff serving private and public sector clients in more than 120 countries. Anser Advisory will continue to provide services spanning infrastructure advisory, compliance and management services on behalf of public sector clients.

Anser Advisory is a national program management and advisory firm, which provides reasoned solutions to our client's challenges. Our services begin with strategic organizational planning and continue by managing each project's execution and compliance. With a diverse client base, our team is adept at adding value to early program creativity and diving into projects at any phase of the development cycle, always with a critical focus on driving value and maximizing accountability. We are unconventional as a firm because we believe in honoring old-school traditions while leveraging new-school methods. *Anser will operate from our Orlando office or a closer location depending on the timing and the logistical needs of the engagement.*

Anser, a part of Accenture, specializes in a wide array of consulting services, including program advisory, strategic management consulting, and grant funding acquisition. Our approach melds the City's critical aspects of grants compliance and program management, a targeted approach to stakeholder engagement, eligibility review, proactive planning regarding grant expenditures, and disbursement of

9400 Southpark Center Loop, Orlando, FL, 32819

info@anseradvisory.com

Part of **Accenture**

funds. We will also help to augment and support City staff through the administrative burden of managing the City's ARPA funding. Additionally, we will leverage our current grants management tools, templates, and experiences to serve the City effectively. We are currently assisting over 30 local governments with similar work requested by the City, including over twenty in the State of Florida alone, including:

- Jefferson County, Florida
- Taylor County, Florida
- Madison County, Florida
- Wakulla County, Florida
- City of Lake Wales, Florida
- City of Gainesville, Florida
- City of Dania Beach, Florida
- City of North Lauderdale, Florida

We believe the relevant experience in our response aligns with the City's requests. We have overseen and delivered billions of dollars' worth of capital projects and financial compliance services. We understand the imperatives around federal compliance to avoid clawback, the nuance of working with public infrastructure and social programs, and how those projects can be best set up for success. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Corey Burbach", written over a light blue horizontal line.

Corey Burbach
Senior Vice President
Anser Advisory

Scope of Work

Anser is proposing to maintain the scope of work established in our previous ARPA engagement. The table below details the proposed tasks:

ARPA Service/Task Description	
1. Provide advice to the City about accounting and compliance procedures related to federal grants.	9. Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and procedures.
2. Support to meet all stated deadlines to meet ARPA Act of 2021 required timelines to recover full reimbursement.	10. Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.
3. Meet with federal representatives and/or state representatives as requested to discuss the City's COVID-19 related costs and expenditures.	11. Confirm the City's information is prepared recognized accounting principles in carrying out any of the services pursuant to the contract.
4. Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.	12. Provide miscellaneous services not otherwise described but which the City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the City.
5. Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.	13. Provide the City with a final report summarizing the total reimbursement requested, total expenditures, and any special circumstances.
6. Assist in tracking all documentation submitted to the cognizant agency.	14. Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information.
7. Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.	15. Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.
8. Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.	16. Provide and present comprehensive financial reports and analysis to present to the City Commission and/or Committees.
	17. Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports.

Project Budget and Schedule

Our fees for professional services are inclusive of professional staffing, administrative support, report production, and travel costs. We will invoice the City monthly, and invoices are due upon receipt. Our fees are based on time and materials for personnel involved in the engagement at hourly rates commensurate with the professional’s level and experience as outlined in the table below:

Title	Key Resources	Hourly Rate
Senior Vice President	Corey Burbach	\$250
Director	Joseph Sheets	\$225
Grants Manager	Tara Reynolds Michelle Daschner	\$185
Project Manager	Danielle Hendry	\$150
Assistant Project Manager	Cheyenne Young Chris Lindsay	\$115

Due to the volatility of infrastructure and grant related projects, actual work may vary, but Anser is proposing the following schedule for the duration of the contract:

Period of Performance	Not-to-Exceed Amount
November 2024 through May 2025	\$50,000

Should the City and Anser be satisfied with the services provided, Anser and the City may exercise the option for up to two (2) one-year renewals, with the hourly rates remaining the same, and a proposed not-to-exceed of \$50,000 per year.

It is Anser, part of Accenture's intent to operate utilizing the Florida Department of Management Services' State Term Contract #80101500-20-1 for Management Consulting Services as assigned to Accenture, LLP, once the assignment process for this contract has been completed.

We anticipated a higher monthly level of effort through May of 2025 to assist the City in meeting the obligation deadline of December 31, 2024. Should unforeseen project needs cause us to believe the professional fees will exceed the above estimates, Anser will immediately notify the City to discuss the appropriate course of action.

COMPOSITE EXHIBIT “B”

STATE OF FLORIDA RFP, AGREEMENT AND AMENDMENTS THERETO



The State of Florida
Department of Management Services
Request for Proposals (RFP)
Management Consulting Services
and
Financial and Performance Audits
RFP No: 06-80101500-J

Joel Atkinson, Procurement Officer
Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, Florida 32399-0950
(850) 487-0758
Joel.Atkinson@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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1 INTRODUCTION

1.1 Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events are subject to change. Any changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events	Event Time (Eastern Time)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		03/17/2020
Deadline to submit questions in MFMP Sourcing	12:00 PM EST	03/27/2020
Department's anticipated posting of answers on the VBS		04/14/2020
Solicitation opens in MFMP Sourcing in "Open Status" and Respondents may begin submitting Proposals in MFMP Sourcing	12:00 PM EST	04/15/2020
Deadline to submit Proposals and all required documents in MFMP Sourcing	1:00 PM EST	04/28/2020
Public Opening Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950	1:01 PM EST	04/28/2020
Formal evaluations conducted		05/08/2020- 06/22/2020
Anticipated date to post Notice of Intent to Award		06/30/2020
Anticipated Contract start date		07/15/2020

1.2 Objective

The State of Florida (State), Department of Management Services ("Department" or "DMS"), invites interested vendors to submit Proposals in accordance with these solicitation documents for management consulting (Service Category 1) and financial and performance audit (Service Category 2) services. The purpose of the solicitation is to replace the current State Term Contracts (STCs) for both Management Consulting Services (MCS), No. 973-000-14-01, and Financial and Performance Audits (FPA), No. 973-000-14-02, for use by all Customers. Respondents may submit Proposals for either of, or both, the MCS and FPA services. The awards for each of the resulting STCs will be based on independently submitted, evaluated, and calculated Proposals. The two resulting STCs from this solicitation are intended to provide Customers with the capability to issue a Request for Quotes (RFQ) to Contractors which have at least five (5) years of relevant

experience in either management consulting services or financial and performance audits. The Department seeks to achieve service coverage throughout the State.

1.3 Background Information

The solicitation will be administered using MFMP Sourcing. The estimated 2018-19 annual spend for the current Management Consulting Services STC was \$18,416,318.91, and for the current Financial and Performance Audits STC was \$2,571,579.17. This estimated spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under any new contracts. Customers for these STCs include State agencies and Eligible Users.

1.4 Resulting Contract Term

The initial term of the STCs resulting from this solicitation will be three (3) years. Upon written agreement, the STCs may be renewed in whole or in part, in accordance with section 287.057(13), F.S. Any renewal is subject to the same terms and conditions set forth in the initial STC and any written amendments signed by the parties. Any renewal may not include any compensation for costs associated with the renewal. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

1.5 Definitions

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code, Attachment B - Special Contract Conditions, and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

Commodity Code - The designation of a particular commodity and/or service within the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Respondent – A Vendor who submits a Proposal in response to this RFP.

State - The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

Vendor Bid System (VBS) – The State of Florida's official system for advertising competitive solicitations.

1.6 Procurement Officer

The Procurement Officer is the sole point of contact for this RFP.

Joel Atkinson
Category Manager, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.3Z, Tallahassee, FL 32399-0950
Phone: (850) 487-0758
Email: Joel.Atkinson@dms.myflorida.com

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.7 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following orders of priority (highest to lowest):

1.7.1 Order of Precedence as it related to Management Consulting Services

- a) Addenda to solicitation, if issued (in reverse order of issuance)
- b) Attachment A - Cost Proposal
- c) Attachment B - Special Contract Conditions
- d) Attachment C - Draft Contract - MCS
- e) Attachment E - Technical Proposal Instructions and Evaluation Criteria - MCS
- f) RFP and all other RFP attachments

1.7.2 Order of Precedence as it relates to Financial and Performance Audits

- a) Addenda to solicitation, if issued (in reverse order of issuance)
- b) Attachment A - Cost Proposal
- c) Attachment B - Special Contract Conditions
- d) Attachments D - Draft Contracts - FPA
- e) Attachment F - Technical Proposal Instructions and Evaluation Criteria - FPA
- f) RFP and all other RFP attachments

1.8 Commodity Code List

UNSPSC	Commodity Description
84111600	Audit Services
84111601	Year-end Audits
84111602	Quarterly Reviews
84111603	Internal Audits
84111703	Budget Preparation or Review Services
80101600	Project Management
80101500	Business and Corporate Management Consulting Services
93151600	Public Finance
93151607	Government Auditing Services

2 STATEMENT OF WORK

The purpose of this solicitation is to establish two STCs: one to provide management consulting services and the other to provide financial and performance audits. The services to be provided are described in the Statement of Work sections of the attached contracts (Section IV of Attachment C – Draft Contract for MCS services, and Section IV of Attachment D – Draft Contract for FPA services).

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3 RFP GENERAL INSTRUCTIONS

3.1 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intent to Award, excluding Saturdays, Sundays, and State holidays, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.

3.2 Rejection of Proposal

The Department reserves the right to accept or reject all Proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. The Department may reject any Proposal not submitted in the manner specified by this solicitation.

Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or that fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions, but are permissive in nature. Where terms such as "must," "shall," "will," and "is required" are used, the attribute or condition is a requirement.

The Department reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so. Material deviations cannot be waived. A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the bid or on the cost to the Department.

3.3 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.myflorida.com at least five (5) Business Days prior to the scheduled event. If you are hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

3.4 Redacted Submissions

This subsection supplements section 19 of the PUR 1001.

If the Respondent considers any portion of the material submitted in response to this solicitation to be trade secret or otherwise confidential under Florida or federal law (Confidential Information), Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its Proposal. For each portion of material redacted, the Respondent must briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent should provide its name and the Department's solicitation name and number.

and clearly title it "Redacted Copy." Only portions of material that the Respondent claims are confidential are to be redacted.

In accordance with section 119.0701, F.S., sealed Proposals received by the Department pursuant to a competitive solicitation are exempt from public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Proposals, whichever is earlier. After that time, if a public records request for such Proposals is submitted, the Department will provide the redacted copy, if any, in response to the request.

If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department will notify the Respondent of the demand or request. It will be the Respondent's responsibility to take the appropriate legal action in response to the request or demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the Confidential Information, the Department will provide the unredacted materials to the requester.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are Confidential Information. If a Respondent fails to submit a redacted copy of information it claims is Confidential Information in accordance with this section, the Department is authorized to produce the entire material submitted to the Department in response to a public records request for these records.

3.5 Additional Information

The Department may request, and Respondent shall provide, clarifying information or documentation. Failure to supply the clarifying information or documentation as requested may result in the Proposal being deemed non-responsive.

3.6 Commitment to Diversity in Government Contracting

The State is committed to supporting its diverse business population through involving woman-, veteran-, and minority-owned small businesses in the state's purchasing process. The Office of Supplier Diversity's Mentor-Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority-owned businesses. The award of subcontracts should reflect the vast array of citizens in the State. Respondents can search for certified business enterprises online in the Office of Supplier Diversity's **Certified Vendor Directory** or by contacting (850) 487-0915 for more information on the Mentor Protégé Program.

3.7 Equal Proposals

If the Department receives equal Proposals eligible for award, the Department will comply with the following sections, as applicable: 295.187(4)(b), 287.057(11), 295.187(4)(a), 287.087, 287.082, and 287.092, F.S.

4 RFP SPECIFIC REQUIREMENTS

4.1 Response Contents

Note: The Department will not evaluate Proposals that do not contain the documents required by Sections 4.1.1 (Attachment G – Responsive Requirements) and 4.1.2 (Attachment A – Cost Proposal), which are minimum mandatory, responsiveness requirements, and any such Proposals will be deemed non-responsive. Note: Even if the Respondent submits a Technical Proposal for both the MCS and FPA services, only one (1) Attachment A, G, H, and I need to be submitted.

4.1.1 Attachment G – Responsive Requirements

The Respondent must submit a completed and signed Attachment G – Responsive Requirements, which includes the following elements:

4.1.1.1 The Respondent must certify that neither the Respondent, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, F.S., respectively.

4.1.1.2 The Respondent must certify that it has read the entire solicitation document and agrees to all terms and conditions, without qualification or exception, including but not limited, to Section 6.1 of the RFP.

4.1.1.3 The Respondent must certify that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not participating in a boycott of Israel.

4.1.1.4 The Respondent must certify that it has paid all MFMP transaction fees due to the State through the date of the Proposal submittal.

4.1.1.5 The Respondent must certify that if awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Department of State prior to Contract execution. Pursuant to section 607.1501, F.S., a foreign corporation may not transact business in this State until it obtains a certificate of authority from the Florida Department of State. Website: www.sunbiz.org.

4.1.1.6 The Respondent must certify that, if awarded a Contract, the Respondent shall register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract.

4.1.1.7 Respondent certifies that its proposed Principal and Senior personnel have a minimum of ten (10) years of experience providing the services (for which it is submitting a Technical Proposal) described in Section IV of the Draft Contract (Attachment C – MCS and Attachment D – FPA).

4.1.2 Attachment A – Cost Proposal

The Respondent must submit the provided Attachment A – Cost Proposal. The Cost Proposal must include pricing for each Service Category for which the Respondent is submitting a Technical Proposal. For the Respondent to be considered for an award in a Service Category, the Respondent must submit pricing for all job titles for both the initial term and renewal term.

The Department will not consider or evaluate a Proposal for a Service Category that fails to provide pricing for all job titles for both the initial term and the renewal term.

Insert proposed prices in Attachment A – Cost Proposal, and upload it into the MFMP Sourcing application. Respondents should not change or alter Attachment A – Cost Proposal, when inserting proposed prices. Respondents should submit Attachment A – Cost Proposal, in Excel. Respondents should not convert Attachment A – Cost Proposal, to PDF or scan Attachment A – Cost Proposal. Respondents should not use a different price sheet or create their own price sheet. Cost Proposals not provided in the Attachment A Excel file in accordance with this subsection may be deemed nonresponsive.

4.1.3 Attachments E & F - Technical Proposal

The Respondent should submit a completed Technical Proposal containing the information suggested by Attachment E - Technical Proposal Instructions and Evaluation Criteria (for Service Category 1 – MCS) or Attachment F - Technical Proposal Instructions and Evaluation Criteria (for Service Category 2 - FPA). If the Respondent wishes to be considered for both MCS and FPA services, it should submit a separate Technical Proposal for each Service Category. The Respondent should note that even if it submits a Technical Proposal for each Service Category, the Technical Proposals will be evaluated separately. The Respondent should also note the 20-page limit discussed in Section 5.5.1, below.

4.1.4 Attachment H - Vendor Information

The Respondent should complete and submit Attachment H – Vendor Information.

4.1.5 Attachment I - No Offshoring

The Respondent should complete and submit Attachment I – No Offshoring.

4.2 Post-Award Requirements

The following documents are required to be provided to the Department prior to Contract execution:

4.2.1 Registration with the Florida Department of State

If awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Florida Department of State prior to Contract execution. Pursuant to section 607.1501, F.S., a foreign corporation may not transact business in this state until it obtains a certificate of authority from the Florida Department of State. Website: www.sunbiz.org.

4.2.2 Florida Substitute Form W-9

If awarded a Contract, the Respondent shall complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

4.2.3 Attachment J – Subcontracting

If awarded a Contract, the Respondent shall complete Attachment J – Subcontracting, for any subcontractor it will use to provide services to meet the requirements of the Contract.

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5 RFP PROCESS OVERVIEW

5.1 Question Submission

The Department invites interested vendors to submit written questions regarding the solicitation through the MFMP Sourcing application. Vendors who have "joined" the MFMP Sourcing event may submit questions using the MFMP Sourcing "Messages" tab (referred to as the "Q&A Board" in PUR 1001). Questions may be submitted in MFMP Sourcing during the Preview Status until the question submission deadline listed in Section 1.1, Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001, which is incorporated by reference in Section 6.1, General Instructions:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions will be answered in accordance with the Timeline of Events. All answers to properly submitted questions will be posted on the Vendor Bid System. Respondents are reminded of the prohibitions on contact set forth in Sections 1.6 and 3.1, above. Each Respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Department will not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Department's Procurement Officer. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR 1001."

Respondents are strongly encouraged to raise any questions or concerns regarding this RFP, including the proposed Contract terms and conditions, during the question period.

5.2 Addenda to the RFP

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Respondent's responsibility to check for any changes to a solicitation prior to submitting a Proposal.

5.3 Public Opening

Proposals will be opened on the date and at the location indicated in Section 1.1, Timeline of Events. Respondents are not required to attend. The Department does not announce prices or release other materials at this public meeting, pursuant to section 119.071(1)(b), F.S.

5.4 Technical Evaluation

The Evaluators will independently review and score the Technical Proposals received from responsive and responsible Respondents using the evaluation criteria described in Attachment E - Technical Proposal Instructions and Evaluation Criteria (MCS) and Attachment F - Technical Proposal Instructions and Evaluation Criteria (FPA).

If a Respondent submits Technical Proposals for both Service Categories, each Technical Proposal will be scored independently (e.g., Evaluator will not use information from the MCS Technical Proposal in their evaluations of the FPA Technical Proposal).

5.5 Basis of Award

Contract(s) will be awarded to the responsible and responsive Respondent(s) in each Service Category whose Proposal(s) is determined in writing to be the most advantageous to the State, taking into consideration the Cost Proposal and Technical Proposal as follows:

The Department intends to issue an award(s) for Management Consulting Services and an award(s) for Financial and Performance Audits under separate STCs to the Respondent(s) with the highest total final score in each Service Category, which will be calculated by the Procurement Officer by combining the average of the Evaluator technical scores and the Cost Proposal score. If a Respondent submits a Technical Proposal and a Cost Proposal for both categories, the Technical Proposal and Cost Proposal for each Service Category will be evaluated and scored separately. The Department reserves the right to make multiple awards per Service Category to Respondents whose total final score is within 20% of the highest total final score for that Service Category. The methodology for scoring each Service Category is outlined below:

Proposal	Available Points
A. Technical Proposal (Attachment E for MCS and Attachment F for FPA)	130
B. Cost Proposal (Attachment A)	70
Total Available Points for a Service Category (A + B)	200

A Respondent may receive awards for either or both of the Service Categories in accordance with the terms of the RFP. However, the Department reserves the right to make no award in either or both Service Categories, as determined to be in the best interest of the State.

5.5.1 Technical Proposal - 130 Available Points for a Service Category

The Respondent will be awarded up to 130 points for a Service Category based on its submitted Technical Proposal in accordance with the evaluation criteria outlined in the Technical Proposal Instructions and Evaluation Criteria (Attachment E for MCS and Attachment F for FPA). Only the Technical Proposal document submitted by the Respondent will be provided to the Evaluators for evaluation (i.e., the Evaluators will not consider other documents provided in the Proposal when completing their evaluations). If a Respondent submits a Technical Proposal for both categories, each Technical Proposal will be independently evaluated.

Technical Proposals for each Service Category should be no more than 20 pages in length. If the Technical Proposal exceeds 20 pages, only the first 20 pages will be provided to the Evaluators (Note: cover pages and tables of contents are included in the 20-page limit).

5.5.2 Cost Proposal - 70 Available Points for a Service Category

The Department will consider the total cost for each year of the Contract, including renewal years, as submitted by the Respondent. The Respondent is required to submit in its Cost Proposal not-to-exceed pricing for all five job titles (Principal Consultant, Senior Consultant, Junior Consultant, Consultant, and Program and Administrative Support) for both the initial term and renewal term for each Service Category for which the Respondent is seeking to offer services. The Department will not consider or evaluate a Proposal for any Service Category that fails to provide pricing for all five job titles for both the initial term and renewal term. The Respondent will be awarded up to 70 points for a Service Category for its submitted Cost Proposal. The Respondent will receive points based on the following methodology:

5.5.2.1 Service Category 1: Management Consulting Services

The Respondent's Calculated Hourly Rate will be calculated by the Department using the following formula and used for scoring purposes only:

(Sum of Initial Term Hourly Rates for all five Job Titles x 0.6) +
 (Sum of Renewal Term Hourly Rates for all five Job Titles x 0.4) =
 Calculated Hourly Rate for Service Category 1

The Respondent with the lowest Calculated Hourly Rate for Service Category 1 will receive 70 points. Other Respondents will receive points based on the following formula:

$$(X \div N) \times 70 = Z$$

Where:

X = lowest Calculated Hourly Rate for Service Category 1 of all responses

N = Respondent's Calculated Hourly Rate for Service Category 1

Z = points awarded

5.5.2.2 Service Category 2: Financial and Performance Audits

The Respondent's Calculated Hourly Rate will be calculated by the Department using the following formula and used for scoring purposes only:

(Sum of Initial Term Hourly Rates for all five Job Titles x 0.6) +
 (Sum of Renewal Term Hourly Rates for all five Job Titles x 0.4) =
 Calculated Hourly Rate for Service Category 2

The Respondent with the lowest Calculated Hourly Rate for Service Category 2 will receive 70 points. Other Respondents will receive points based on the following formula:

$$(X \div N) \times 70 = Z$$

Where:

X = lowest Calculated Hourly Rate for Service Category 2 of all responses

N = Respondent's Calculated Hourly Rate for Service Category 2

Z = points awarded

5.6 Electronic Posting of Notice of Intended Award

The Department will electronically post a Notice of Intent to Award on VBS on or around the date set forth in Section 1.1, Timeline of Events. The Notice of Intent to Award will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.177, F.S.

5.7 Firm Response

The Department intends to award a Contract(s) within six (6) months after the date of the Notice of Intent to Award, during which period Proposals will remain firm and may not be withdrawn. If an award is not made within six (6) months, all Proposals will remain firm until either the Department awards the Contract(s) or the Department receives from the Respondent written notice that the Proposal is withdrawn. Proposals that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

5.8 Modification or Withdrawal of Proposal

A Respondent is responsible for the content and accuracy of its Proposal(s). A Respondent may modify or withdraw its Proposal(s) at any time prior to the Proposal due date set forth in Section 1.1, Timeline of Events.

5.9 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this RFP are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other vendor or Respondent as to any matter related to the Proposal being submitted. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit, or not submit a Proposal.

5.10 Contract Formation

The Department may issue a Notice of Intent to Award to successful Respondent(s). However, no contract shall be formed between a Respondent and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into the Contract(s) with Respondent(s) pursuant to Section 5.5, Basis for Award. No additional documents submitted by a Respondent shall be incorporated in the Contract unless they are specifically identified, incorporated by reference, and approved by the Department.

6 GENERAL INSTRUCTIONS

6.1 General Instructions

PUR 1001, the General Instructions to Respondents, as modified by this RFP, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Proposals

Proposals shall be submitted in accordance with Section 6.2 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 5.2 of this solicitation.

The following section of the PUR 1001 (General Instructions) is modified as follows:

Section 9. Respondent's Representation and Authorization.

In submitting a Proposal, each Respondent understands, represents, and acknowledges the following.

- *The Respondent is not currently under suspension or debarment by the State or any other governmental authority.*
- *To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction that involves conspiracy or collusion with respect to bidding on any public contract.*

- *Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.*
- *The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.*
- *The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and will not be disclosed before the solicitation opening.*
- *The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.*
- *Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:*
 - o *Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or*
 - o *Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- *The product offered by the Respondent will conform to the specifications without exception.*
- *The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.*
- *If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.*
- *The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Proposal.*
- *The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Proposal.*
- *All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Proposal. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F.S.*

6.2 How to Submit a Proposal in MyFloridaMarketPlace

6.2.1 MFMP Registration

In order to submit questions regarding this solicitation, and to submit a Proposal in response to the solicitation, a Respondent must be a registered vendor in the MFMP Vendor Information Portal (VIP). Registered vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the solicitation, the vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of its MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP at <https://vendor.myfloridamarketplace.com/>.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the 'Commodity Selections' section, ensure that you have selected the matching commodity codes used in this solicitation. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the vendor community, as a courtesy, based on commodity codes that are tied to a vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take forty-eight (48) hours to take effect.

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, review the IE Compatibility Job Aid on the following webpage:

https://www.dms.myflorida.com/media/state_purchasing/mfmp_files/buyers/new_ie_compatibility_job_aid

ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

6.2.2 MFMP Sourcing Phases

A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing. Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, and intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

Preview Status

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Respondent's Agreement.'

Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. Questions must be submitted by the deadline for questions listed in Section 1.1, Timeline of Events, above.

The solicitation will remain in 'Preview' status until the 'Open' status begins.

Open Status

The solicitation will be in 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all registered vendors with a matching commodity code who 'Join' the MFMP Sourcing event and accept the 'Respondents Agreement' may submit Proposals until the Proposals due date and time listed in Section 1.1, Timeline of Events, above.

The solicitation will remain in 'Open' status until the Proposals due date and time.

Pending Selection Status

After the Proposals due date and time, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

Completed Status

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Proposals has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

6.2.3 MFMP Training

MFMP University offers Vendor training materials on the Department's website at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors.

For vendors responding to this solicitation, it is highly recommended that vendors review the training provided via this link for Responding to Electronic Solicitations:

https://www.dms.myflorida.com/content/download/140134/903704/Responding_to_Electronic_Solicitations.pdf

Please visit [MFMP University](#) to access online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

6.2.4 MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

RFP ATTACHMENTS

Attachment A - Cost Proposal (must be submitted prior to RFP opening)
Attachment B - Special Contract Conditions
Attachment C - Draft Contract - MCS
Attachment D - Draft Contract - FPA
Attachment E - Technical Proposal Instructions and Evaluation Criteria - MCS
Attachment F - Technical Proposal Instructions and Evaluation Criteria - FPA
Attachment G - Responsive Requirements (must be submitted prior to RFP opening)
Attachment H - Vendor Information
Attachment I - No Offshoring
Attachment J - Subcontracting

Attachment A: Cost Proposal
Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits

Respondent Name	
------------------------	--

INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant		
Senior Consultant		
Consultant		
Junior Consultant		
Program and Administrative Support		

Service Category 2: Financial and Performance Audits		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant		
Senior Consultant		
Consultant		
Junior Consultant		
Program and Administrative Support		

Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records 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 stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Attachment C
State Term Contract 80101500-20-1
For
Management Consulting Services

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Insert Contractor Name** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 15, 2020. The Contract shall expire on July 15, 2023, unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor's submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor's submitted Technical Proposal, Contract Attachment C
- e) Vendor Information Form

IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Management Consulting Services (MCS). This includes the provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services

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are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached price sheet provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

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2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars

4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Applying a broad set of subject matter and technical expertise

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- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, shall provide include, but are not limited to:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.
- Assistance with process and productivity improvement.

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- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.
- Other MCS-related services as agreed upon by the Contractor and Customer.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract to which to send its RFQ.

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MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

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k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Attachment H from the underlying RFP) changes during the life of the Contract, then the Contractor shall update the attachment and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within ten (10) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, ten (10) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer

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Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

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Contractor’s Contract Manager:

[Insert Contractor Manager Name]

[Insert Contractor name]

[Insert Contractor’s physical address]

Telephone: [(XXX) 555-XXXX]

Email: [jane.doe@business.gmail.com]

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Insert Contractor Name

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

[Name]

Rosalyn Ingram,
Chief Procurement Officer and Director of State
Purchasing

Date:

Date:



Attachment D
State Term Contract 84111600-20-1
For
Financial and Performance Audits

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Insert Contractor Name** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 15, 2020. The Contract shall expire on July 15, 2023, unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Contractor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Contractor’s submitted Technical Proposal, Contract Attachment C
- e) Vendor Information Form

IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the

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For
Financial and Performance Audits

financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Financial and Performance Audits State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace (MFMP) purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached price sheet provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Contract).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships

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- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs
- Training Customer personnel through formal classroom courses, workshops. or seminars

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4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.

The services the Contractor, through its personnel, shall provide include, but are not limited to:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements, statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

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- Internal Controls Audits
 - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
 - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
 - Assess business practices.
 - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
 - Assess duplication of effort by employees and identify work that serves little or no purpose.
 - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
 - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
 - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
 - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
 - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
 - Determine the extent to which a program achieves a desired level of program results.
 - Assess the effectiveness of the program and/or individual program components.
 - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
 - Assess compliance with laws and regulations applicable to the program
- Other FPA-related services as agreed upon by the Contractor and Customer.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing FPA services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Financial and Performance Audits State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.

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- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit FPA services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will

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apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

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i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information form (Attachment H from the underlying RFP) changes during the life of the Contract, then the Contractor shall update the attachment and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within ten (10) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract

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Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, ten (10) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

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o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

Contractor's Contract Manager:

[Insert Contractor Manager Name]

[Insert Contractor name]

[Insert Contractor's physical address]

Telephone: [(XXX) 555-XXXX]

Email: [jane.doe@business.gmail.com]

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Insert Contractor Name

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

[Name]

Rosalyn Ingram,
Chief Procurement Officer and Director of State
Purchasing

Date:

Date:

Attachment E

Technical Proposal Instructions and Evaluation Criteria

Service Category 1: Management Consulting Services

The Respondent should prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. Responses to this Attachment E should be labeled “Technical Proposal – Service Category 1: Management Consulting Services”. Do not submit **more than 20 pages in aggregate for Experience and Proposed Solution, including cover page and table of contents**. If the Respondent would also like to be considered for Service Category 2 – Financial and Performance Audits, the Respondent should submit a separate Technical Proposal for Service Category 2 using Attachment F – Technical Proposal Instructions and Evaluation Criteria (Service Category 2: Financial and Performance Audits). Documents should be submitted in PDF format with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	75
2. Proposed Solution	55
Total Available Points for Technical Proposal for Service Category 1	130

1. Experience – 75 Available Points

In its Technical Proposal, the Respondent should provide a narrative on the Respondent’s relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 1. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects. Evaluators will use the following when scoring the experience section:

The Evaluator will evaluate the quality, depth, and relevance of the experience (preferably with demonstrated experience in providing services relevant to governmental entities) in providing Management Consulting Services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent’s Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Management Consulting Services.	0
Respondent demonstrates a minimal level of quality, depth, or relevance in experience in providing Management Consulting Services.	25
Respondent demonstrates a good level of quality, depth, or relevance in experience in providing Management Consulting Services.	50
Respondent demonstrates an extensive level of quality, depth, or relevance in experience in providing Management Consulting Services.	75

2. Services – 55 Available Points

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which demonstrates the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its proposal for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 1 will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Management Consulting Services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide the services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	55

Attachment F

Technical Proposal Instructions and Evaluation Criteria Service Category 2: Financial and Performance Audits

The Respondent should prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. Responses to this Attachment F should be labeled “Technical Proposal – Service Category 2: Financial and Performance Audits”. Do not submit **more than 20 pages in aggregate for Experience and Proposed Solution, including cover page and table of contents**. If the Respondent would also like to be considered for Service Category 1 – Management Consulting Services, the Respondent should submit a separate Technical Proposal for Service Category 1 using Attachment E – Technical Proposal Instructions and Evaluation Criteria (Service Category 1: Management Consulting Services). Documents should be submitted in PDF format with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	75
2. Proposed Solution	55
Total Available Points for Technical Proposal for Service Category 2	130

1. Experience – 75 Available Points

In its Technical Proposal, the Respondent should provide a narrative on the Respondent’s relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 2. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects. Evaluators will use the following when scoring the experience section:

The Evaluator will evaluate the quality, depth, and relevance of the experience (preferably with demonstrated experience in providing services relevant to governmental entities) in providing Financial and Performance Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent’s Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Financial and Performance Audits.	0
Respondent demonstrates a minimal level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	25
Respondent demonstrates a good level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	50
Respondent demonstrates an extensive level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	75

2. Services – 55 Available Points

In its Technical Proposal, the Respondent should fully describe its solution for carrying out Service Category 2 services, which demonstrates the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and offer diverse knowledge and skillsets. The Respondent may demonstrate its proposal for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 2 will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Performance and Financial Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide the services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	55

Attachment G

Responsive Requirements

RESPONSIVE REQUIREMENTS	APPLICABLE SERVICE CATEGORY
The Respondent certifies that neither the Respondent, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, Florida Statutes, respectively. (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that it has read the entire solicitation document and agrees to all terms and conditions, without qualification or exception, including but not limited to Section 6.1 of the RFP. (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel. (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that it has paid all MFMP transaction fees due to the State of Florida through the date of the Proposal submittal.	Service Categories 1 and 2
The Respondent certifies that, if awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Department of State prior to contract execution. Pursuant to section 607.1501, F.S., a foreign corporation may not transact business in this state until it obtains a certificate of authority from the Florida Department of State. Website: www.sunbiz.org . (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that, if awarded a Contract, the Respondent shall register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. (Certifying by signature below)	Service Categories 1 and 2
Respondent certifies that its proposed Principal and Senior personnel have a minimum of ten (10) years of experience providing the services (for which it is submitting a Technical Proposal) described in Section IV of the Draft Contract (Attachment C – MCS and Attachment D – FPA). (Certifying by signature below)	Service Categories 1 and 2

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Responsive Requirements listed above.

Company Name

Name of Respondent's Authorized Representative

Signature of Respondent's Authorized Representative

Date

Attachment H Vendor Information

Please ensure the vendor information provided in this form matches the MyFloridaMarketPlace (MFMP) Vendor Registration account information: [Florida Vendor Information Portal](#). DO NOT CHANGE THE FORMAT OF THIS FORM.

VENDOR NAME:		
VENDOR FEID NO.:		
VENDOR FEID MFMP LOCATION SEQUENCE NO.		
STREET ADDRESS:		
CITY, STATE and ZIP:		
WEBSITE ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
FAX NO.:		
CERTIFIED BUSINESS ENTERPRISE	Yes ____ No ____	
CERTIFIED BUSINESS ENTERPRISE CODE (IF APPLICABLE)		
FLORIDA CLIMATE FRIENDLY PRODUCTS	Yes ____ No ____	
AUTHORIZED RESELLERS	Yes ____ No ____	
AUTHORIZED RESELLERS (LIST IF APPLICABLE)		
COVERAGE AREA (STATEWIDE/REGIONAL/SPECIFIC COUNTIES)		
MFMP CATALOG	Yes ____ No ____	
MFMP CATALOG TYPE (PUNCHOUT, LINE ITEM)		
Person Responsible for Administering The Contract		
NAME:		
TITLE:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
E-MAIL ADDRESS:		
TELEPHONE NO.:		

TOLL-FREE NO.:		
CELL PHONE NO.:		
FAX NO.:		
Ordering and Remit-To Information - Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide a website address.		
REMIT-TO:		
REMIT-TO STREET ADDRESS:		
REMIT-TO CITY, STATE and ZIP CODE:		
REMIT-TO EMAIL and/or WEBSITE ADDRESS:		

Attachment I
No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name:
Respondent Federal Employer Identification Number (FEIN #):_____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Attachment J
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity
certification of woman-, veteran, or
minority-owned small business
enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.



**State Term Contract 80101500-20-1
For
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **ACCENTURE LLP** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor’s submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

IV. Statement of Work.

- a) Scope of Services.
The Contractor will provide Management Consulting Services (MCS). This includes the

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Management Consulting Services

provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

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- Allocating financial and human resources and material assets
 - Formulating and enforcing work standards
 - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, may provide include:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

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- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

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will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250

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Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100
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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

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Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

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The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

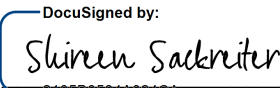
Tallahassee, Florida 32399-0950

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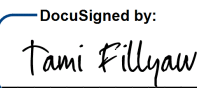
Telephone: (850) 488-8367
Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

ACCENTURE LLP

DocuSigned by:

2105605841024CA...
Shireen Sackreiter
Managing Director
2/17/2021 | 3:40 PM GMT
Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

DocuSigned by:

991459A211104A3...
Tami Fillyaw
Chief of Staff
2/18/2021 | 3:30 PM EST
Date:

Contract Attachment A: Cost Proposal (Revised)

Request For Proposals

No. 06-80101500-J

Management Consulting Services and Financial and Performance Audits

Respondent Name	Accenture LLP
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INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts <u>may include cents (e.g. \$0.05), but</u> cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$420.00	\$432.60
Senior Consultant	\$355.00	\$365.65
Consultant	\$265.00	\$272.95
Junior Consultant	\$180.00	\$185.40
Program and Administrative Support	\$65.00	\$66.95

Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records 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 stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Contract Attachment C

THE STATE OF FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES

MANAGEMENT CONSULTING SERVICES AND FINANCIAL AND PERFORMANCE AUDITS

06-80101500-J | JUNE 9, 2020

TECHNICAL PROPOSAL

SUBMITTED TO:

The State of Florida Department of
Management Services

Joel Atkinson

Procurement Officer

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SUBMITTED BY:

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LEGAL DISCLAIMER

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INFORMATION EXEMPT FROM DISCLOSURE

Accenture LLP hereby asserts its rights under the provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes, to support its claims that certain redacted information contained within Accenture's Response, (hereinafter, "Response"), contains highly sensitive data, materials, and methodologies. Specifically, where narrative materials, exhibits, documents, diagrams and figures have been redacted herein, they should not be released into the public domain to third-party requestors. As discussed here, the redacted information contains, describes and/or explains highly sensitive data, unique materials, and narrowly crafted methodologies that are proprietary, confidential and where applicable, includes competitively sensitive Accenture Business Information that, if disclosed, would cause direct and negative competitive harm to Accenture. Pursuant to the exceptions and provisions under Chapters 119 and 815 of the Florida Statutes (see F.S. § 119.071(1)(c) and in particular F.S. §§ 812.081, 815.045, 815.04(3), and other applicable law (e.g., Florida Society of Newspaper Editors, Inc. v. Florida Public Service Commission, 543 So. 2d 1262 (Fla. 1st DCA 1989)), Accenture asserts that any release of Accenture's Proprietary, Confidential and Commercially Sensitive Trade Secret Information ("Trade Secret Information") into the public domain would operate counter to well-established precedent concerning the protection of a parties' sensitive commercial information under specific circumstances. Indeed, information contained in the Response includes Trade Secret Information regarding Accenture's performance and delivery methodologies. Thus, Accenture considers the information that Accenture has chosen to redact in the enclosed Response to be exempt from Public Disclosure as a Trade Secret and is Proprietary, Confidential and inclusive of Competitively Sensitive Accenture Business Information. All Information and materials that Accenture has determined as qualifying for an exemption from disclosure under the applicable Florida Law are being submitted with a clearly visible redaction marking placed on the relevant portions of the applicable pages and are individually identified in a Redaction Index. The information redacted is particularized and falls within the categories of materials exempt from public disclosure. To be clear, information that the State of Florida and the Department of Financial Services shall use to evaluate Accenture's Response is not redacted. Here, Accenture is including—and thus redacting—information that is commercial in nature, technical in scope, inclusive of financial information, and includes designs, processes and proprietary procedures. Accenture's submitted and redacted information concerning the "how to" of its proposed delivery to the State of Florida is secret (in that it is not freely shared nor exchanged without protection of a legally enforceable non-disclosure agreement or applicable law), of great value and used regularly by the company's business units as an advantage in the highly competitive technology development and professional services market segment. As the Florida legislature determined (and as is reflected in the relevant statute), the disclosure of trade secrets not only negatively impacts the business interests of commercial entities such as Accenture by damaging them in the marketplace, but ultimately impairs the effective and efficient administration of governmental functions due the chilling effect of such material being under threat of widespread public release (see, et seq., F.S. §812.081). In particular, any release of the Accenture Trade Secret information into the public domain will only serve to inflict undue harm to Accenture as a corporate entity, inflict harms to privacy on Accenture personnel, former Accenture Client personnel and third party individuals, diminish Accenture's competitive position in the market, and violate existing agreements between Accenture and other commercial and government entities regarding the release of particular and proprietary information. As an illustrative example reflective of the types of redactions included herein, information concerning how Accenture establishes exact value, savings or efficiencies for clients (e.g., "Value Targeting") carries with it the ability easily discern our approaches, choices in resource usage and staffing, and our competitive "edge" in comparison to other companies in a similarly situated market segment. Similarly, information that describes delivery or alternative methods via a diagram or visual representation of the delivery process should not be unduly exposed to market competitors when such information is routinely protected from undue disclosure and only revealed to Clients and other third-parties pursuant to Non-Disclosure Agreements and well-established rules and laws concerning confidentiality. At bottom, Accenture asserts that harm, both public and private, imposed by the disclosure of trade secrets and other proprietary information significantly outweighs any public benefit derived from such disclosure. Indeed, the public's ability to scrutinize and monitor the Department's actions in this procurement shall not be diminished by the nondisclosure and continued protection of Accenture's trade secrets. Accenture is therefore submitting the Confidential, Proprietary and Trade Secret Information enclosed herein (and as identified in the accompanying Redaction Index) to the State of Florida upon the condition that it shall not be duplicated, distributed, or shared outside of the Florida State Government, in accord with applicable Florida Law.

Redacted Content: Response to Question 1, Experience; Response to Question 2, Services; Resumes

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1.0 EXPERIENCE

RFP Request 1: In its Technical Proposal, the Respondent should provide a narrative on the Respondent's relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 1. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects.



Figure 1. Global overview of Accenture.

Accenture’s Global Strategy & Management Consulting Practice

Accenture encapsulates our management consulting offerings in a global Strategy and Management Consulting Practice (Table 1). Here, we combine the diverse knowledge and skillsets of our Strategy, Management Consulting, Technology Strategy, Industry X.O, Applied Intelligence, Talent & Organization / Human Potential, Innovation, and our Capability Network groups. Our clients benefit because this approach allows us to more effectively drive innovation, industry expertise, functional acumen, data-driven insights, and human-centric design into solutions to help them anticipate changes they didn’t see coming and seize on opportunities they didn’t know were there.

Accenture’s Global Strategy & Management Consulting Practice	
Strategy Enabling competitive agility, partnering with the C-suite to address their most strategic issues.	Management Consulting Helping clients transform their own organizations and business functions to navigate change and accelerate growth.
Technology Strategy & Advisory Driving business advantage with innovation-led strategy and game-changing technologies.	Industry X.O Creating the next wave of industry innovation with software, platforms, data and AI.
Applied Intelligence Combining AI with data, analytics and automation to transform businesses.	T&O / Human Potential Unlocking human potential and restructuring the organization and culture to drive growth.
Innovation Applying the unexpected to deliver disruptive ways of winning, taking our clients from research to results.	Capability Network Providing specialized, industrialized and end-to-end capabilities and services with global reach and flexibility.

Table 1. Accenture’s unique and diverse combination of Management Consulting capabilities.

But more importantly than what we say about ourselves is what others say about us. As depicted in Table 2, industry organizations like Consulting.com, Forbes Magazine, and the Everest Group recognize Accenture as a true leader in the management consulting space.

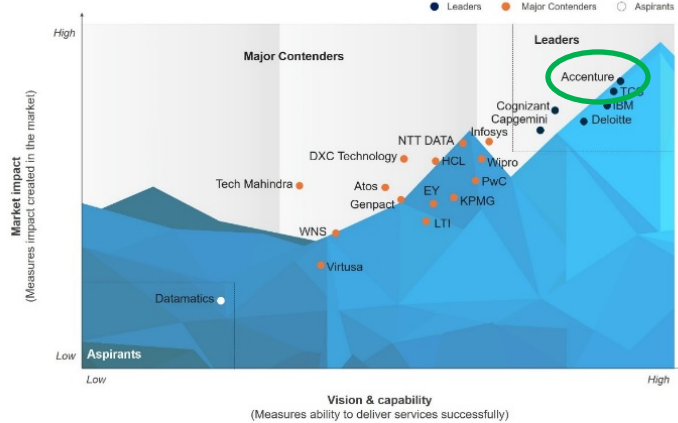
Industry Organizations	Accenture's Ranking
	Accenture ranks #1 in Consulting revenue among Top 50 global Consulting Firms In 2019. (consulting.com; undated)
	Accenture won the most five-star ratings , garnering 20 in addition to 11 four-star ratings from respondents, among 216 firms, in Forbes' America's Best Management Consulting Firms 2019 . (forbes.com; March 19, 2019)
	Accenture was acknowledged as a Leader in the Everest Group "PEAK Matrix™ for Data and Analytics Service Providers 2019" report. Accenture was positioned highest in both the Market Impact and Vision & Capability categories. (everestgrp.com; October 31, 2019)
Everest Group PEAK MATRIX Everest Group Data & Analytics Services PEAK Matrix™ Assessment 2019  1 PEAK Matrix specific to Data & Analytics services 2 Assessment for Deloitte, DXC Technology, EY, IBM, KPMG, and PwC excludes service provider inputs on this particular study, and is based on Everest Group's estimates that leverage its proprietary Transaction Intelligence (TI) database, ongoing coverage of service providers' public disclosures, and interaction with buyers. For these companies, Everest Group's data for assessment may be less complete. <i>This assessment has been licensed for exclusive use and distribution by Accenture</i>	

Table 2. Accenture's industry rankings for Management Consulting services.

Accenture's North America Public Service Strategy & Management Consulting Practice

Accenture's North America Public Service industry group addresses the technology and management consulting needs of state, local, and provincial governments, as well as non-profits and education clients across the U.S. and Canada alike. We provide a wide variety of solutions focused on constituent engagement in the front office, the core-mission critical functions in the middle office, and the infrastructure and resources to support the back-office functions.

Within this industry group is our Strategy and Management Consulting Practice, focused on making a difference in how governments, education, and non-profit organizations engage with and serve constituents, citizens, clients, and customers. The members of this Practice work with our clients through both stand-alone Management Consulting engagements—engagements where the services provided are exclusively or primarily Management Consulting focused—and embedded Management Consulting services—Management Consulting services delivered as part of a larger Information Technology (IT) transformation initiative.

In fact, much of our stand-alone Management Consulting work comes to us through our **inclusion on state term/ pre-qualified vendor/ master service agreement contracts**—much like the State of Florida’s State Term Contract for Management Consulting Services—in many other states across the Country. Table 3 (next page) depicts a sampling of such contracts of which we are currently a member.

STATE	AGENCY/ DEPARTMENT - NATURE OF STATE TERM CONTRACT
CALIFORNIA	CalPERS - Business Analysis, Project Management, IT Security, User Experience Design, Strategy and Research, Business Intelligence and Reporting CA Department of General Services - Non-Information Technology Goods and Services for Business Planning, Change Management, Organizational Assessment, Program Design, Program Development, Program Implementation, Project Management, Strategic Planning, Training Development
TEXAS	Department of Information Resources – Business Intelligence and Data Warehouse, Project Management, Information Technology Assessments and Planning, Independent Verification and Validation, Information Technology Procurement Assistance, Cloud Platform as a Service and Cloud Assessment Teacher Retirement System of Texas - Analytics, KPIs and the information architecture needed to support long term growth and positive impact to solvency
NEW YORK – NEW YORK CITY	NYC Economic Development Corporation - Economic Research and Analysis, Strategic Planning, Operations, Organizational Development, Change Management, Community and Public Engagement, Project Management NY Port Authority of NY/NJ - Business Process Reengineering
GEORGIA	Georgia Technology Authority - Project Management Services GA Department of Administrative Services – Management Consulting Services State of GA/ COVENDIS - Managed Solutions Provider/ Vendor Management Solutions
ARIZONA	AZ Master Professional Services - Organizational Assessments, Consulting and Deployment Services
MASSACHUSETTS	Operational Services Division - Executive Agency Organizational Assessment and Design Consultative Services Massachusetts Bay Transportation Authority – Management Consulting Services Department of Children and Families – Child Welfare Consulting Services
MARYLAND	MD Department of Information Technology - IT Management Consulting Services; and Business Process Consulting Services.
OHIO	The Ohio State University - Strategy, Management Consulting and Digital Services to support Organizational Strategy
WASHINGTON	Washington Department of Enterprise Services - Coaching, Effective Communication, Leadership, Organizational Development and Change Management, Strategic Planning, Team Development

Table 3. A sample of similar Management Consulting state term contracts of which Accenture is a member.

Table 4 (next page) demonstrates a sample of our recent relevant project experience—applicable to Florida’s State Term Contract (STC) for Service Category 1: Management Consulting—with clients in some of those states.

Example Florida STC Service Category 1 Management Consulting Services			
1	Consulting on management strategy.	5	Assistance with process and productivity improvement.
2	Project management.	6	Systems alignment and consolidation.
3	Program research, planning, and evaluations.	7	Customized training as needed to achieve a management consulting objective.
4	Provisions of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business program of initiatives.	8	Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
		9	Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Government Entity	SIMILAR SERVICES PROVIDED
New York City Department of Education (Division of Early Childhood)	1 2 3 4 5 6 8
New York Metropolitan Transportation Authority (MTA)	1 2 3 4 5 6 7 8
Fulton County, Georgia (The Justice Reinvestment Initiative)	1 2 3 4 5 8
State of New York – New York State and Local Retirement System	1 2 3 4 5 6 8
Texas Department of Transportation	1 2 3 4 5 6 8
US Treasury Department	1 2 3 4 5 6 7 8
City of Austin, Texas – Outcome-Centric Strategic Planning	1 2 3 4 5 7
Massachusetts Executive Office of Education (Grant Program Enterprise Program Management)	1 2 3 4 5 6 8
Georgia Department of Audits and Accounts (Audit Office of the Future)	1 2 3 4 5 8
State of Washington, Department of Labor & Industries	1 2 3 4 5 6 8
Commonwealth of Massachusetts, Executive Office for Administration and Finance	1 2 9

Table 4: Accenture's recent relevant experience applicable to Service Category 1 across other states.

Accenture Across Florida

Accenture is also proud to employ more than **1000 people who live and work across the State of Florida**. With **offices in Tallahassee, Tampa, Orlando, and Miami**, and other significant client-based operations in Jacksonville and West Palm Beach, we are able to serve a wide variety of client management consulting needs Statewide; a key requirement for inclusion on Florida's STC for Management Consulting Services. As shown in Figure 2 (next page), our employees not only live and work here, but are engrained in our communities and contribute their time and energy to supporting our community partners through which we strive to make Florida a better place for all.

A Snapshot of Accenture Across Florida

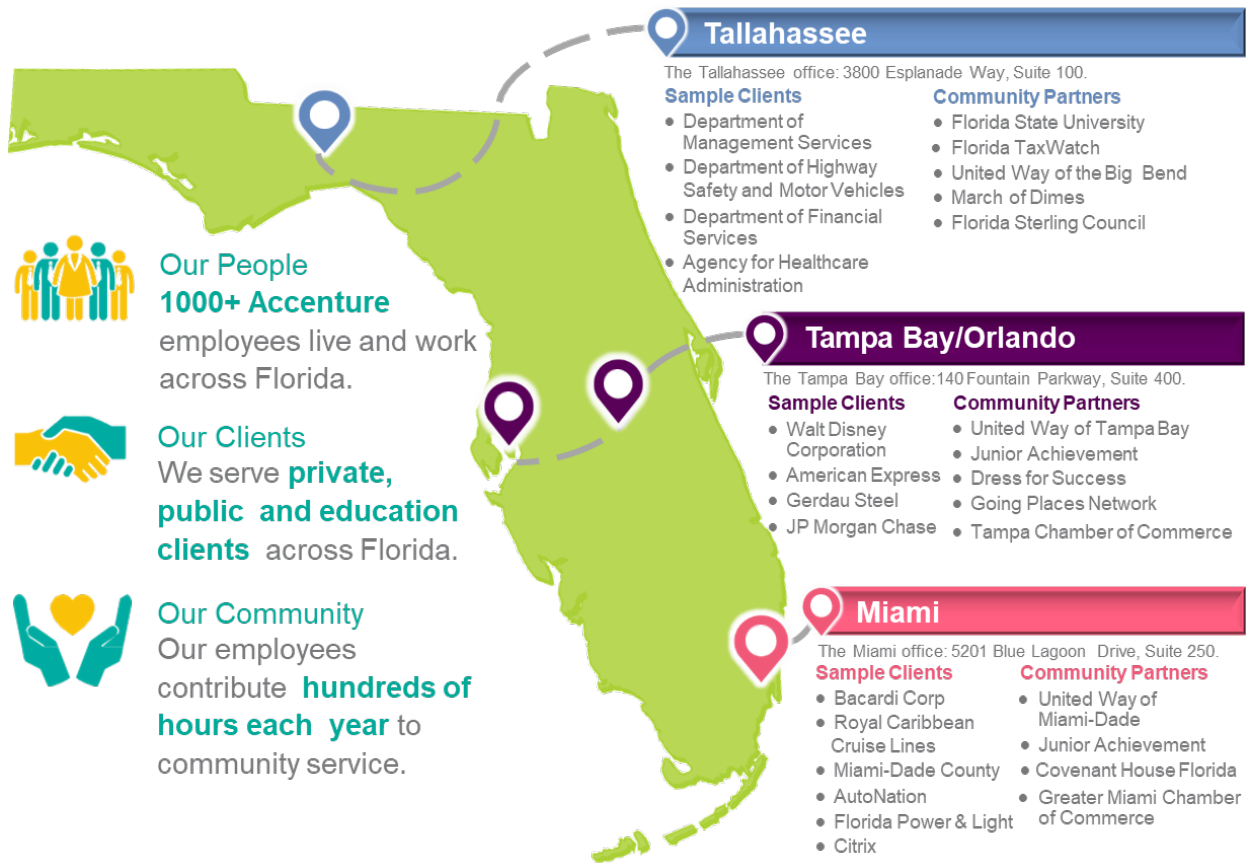


Figure 2. Accenture's Florida footprint enables us to provide Management Consulting services Statewide.

Accenture’s Unrivaled History of Management Consulting for Government in Florida

Accenture first opened its **Tallahassee, FL office in 1996**, in a small space on John Knox Road. This office was established to serve the State’s public service clients; Florida’s State and local governments and public education institutions. And while our office has moved several times, and our consulting-employee numbers have grown over the years, we have always remained here in Tallahassee and have never lost our public service focus.

In fact, we believe we are the only global professional services firm offering technology and management consulting services to have consistently maintained an office in Tallahassee and ongoing project work with State departments and agencies since 1996; **a nearly 25-year history of service to the State.**

Over that time, we have been a consulting partner on many of the State’s most strategic and impactful initiatives. Examples of those include past projects with the Departments of Business and Professional Regulation, Revenue, Health, and Children and Families. Today, our State clients and projects include the Department of Financial Services (Florida PALM), the Agency for Healthcare Administration (IS/IP), the Department of Management Services (MyFloridaMarketPlace), the Department of Highway Safety and Motor Vehicles (Motorist Modernization), and the Office of Financial Regulation (REAL).

Table 5 provides a sample of our recent relevant project experience—applicable to Florida’s State Term Contract (STC) for Service Category 1: Management Consulting—with clients in here in Florida.

FLORIDA CLIENT/ PROJECT	NATURE OF THE MANAGEMENT CONSULTING SERVICES PROVIDED
Department of Management Services: <i>MyFloridaMarketPlace</i>	For more than 15 years, Accenture has been providing DMS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation and application outsourcing initiative.
Department of Financial Services: <i>Florida PALM (Enterprise Resources Planning) Project</i>	Accenture is providing DFS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation initiative.
Department of Highway Safety and Motor Vehicles: <i>Motorist Modernization Project</i>	As part of the overall Motorist Modernization initiative, Accenture is providing DFS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services.
Departments of Management Services (Retirement); Business and Professional Regulation; and Revenue: <i>Information Technology Security Risk Assessment Services</i>	Accenture provided advisory and assistance services relating to DMS (Retirement), DBPR, and DOR's mission-oriented business programs or initiatives . In particular, we provided comprehensive IT security risk and vulnerability assessment services to enhance their security position and identify potential security risks.
Agency (now Division) for State Technology: <i>Statewide Citizen Digital Trends Survey</i>	Accenture provided program research and study services . In particular, we worked with the State CIO to develop and conduct a Statewide survey to assess citizens' current and desired digital interaction with State government. Study results were used to inform policy initiatives.
City of Miami, Department of Buildings: <i>User Persona Project</i>	Accenture provided advice and assistance related to their mission-oriented business programs or initiatives . In particular we used Design Thinking techniques to develop End User Personas to help the City reimagine and improve the user experience for issuing Building Department permits.
Miami-Dade County: <i>EDGE (Enterprise Resources Planning) Project</i>	Accenture is providing Miami-Dade County project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation initiative.

Table 5. Examples of recent client experiences in Florida applicable to Service Category 1.

Our engagement in these initiatives give us a keen understanding of Florida government business, policymaking, and budgeting practices, as well as its sociopolitical dynamics; all of which we will apply to future work awarded through Florida's State Term Contract for Management Consulting Services.

Figure 3 (next page) depicts a timeline of our continuous service to Florida State and local governments. The Key shows which engagements involved:

- **Stand-alone Management Consulting** services; where management consulting services were the primary, or only, services provided
- **Embedded Management Consulting** services; where the management consulting services were/ are provided along with other services (typically System Integration services) within a larger transformation initiative.

Accenture’s Continuous Service to Florida State and Local Governments Since 1996

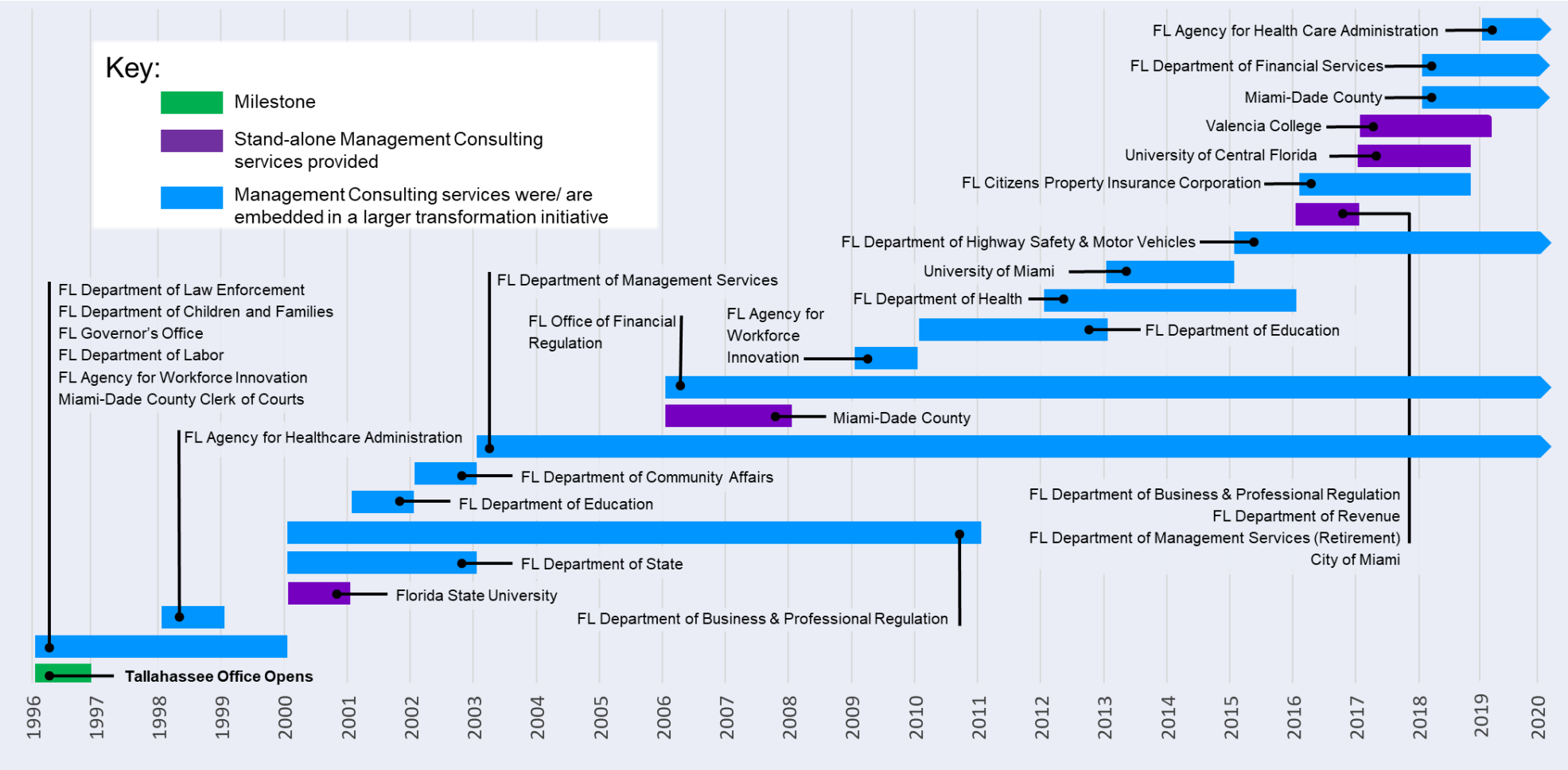


Figure 3. Accenture's unmatched history of service to Florida's State and local governments.

2.0 SERVICES

RFP Request 2: In its Technical Proposal, the Respondent should fully describe the services it will offer to perform, as identified in its completed Appendix B, from the list of services described in Section IV. e), Services, of Attachment C. Its proposal should demonstrate the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 1 will be provided, describing staffing, and/or providing resumes.

Florida STC Service Category 1 Management Consulting Services Accenture is Offering to Perform

Of the twelve Service Category 1 Management Consulting Services contemplated in Florida's State Term Contract for Management Consulting Services, Accenture is fully able and offering to perform nine, as depicted in Table 6 and identified in Appendix B.

Service Category 1 Management Consulting Services	
1	Consulting on management strategy.
2	Project management.
3	Program research, planning, and evaluations.
4	Provisions of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business program of initiatives.
	Executive/management coaching services.
5	Customized training as needed to achieve a management consulting objective.
	Assistance with policy and regulation development.
6	Assistance with process and productivity improvement.
	Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
7	Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
8	Systems alignment and consolidation.
9	Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Table 6. Nine Management Consulting Services Accenture is able and offering to provide.

Our general approach to providing each of these nine services is described in the pages to follow.

Accenture's General Approach to Providing:

- 1 Consulting on management strategy.
- 2 Project management.
- 6 Assistance with process and productivity improvement.
- 7 Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- 8 Systems alignment and consolidation.

Accenture's Management Consulting methodology used to provide advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives, known as FORM (depicted in Figure 4, next page), serves as the general approach and framework to how we will provide: consulting on management strategy; project management; assistance with

process and productivity improvement; advisory and assistance services relating to a Customer’s mission-oriented business programs or initiatives; and, system alignment and consolidation services. FORM includes a 5-phased approach to guide a client through the entire lifecycle of a management consulting engagement. Our FORM methodology can be tailored for each project we pursue through Florida’s State Term Contract for Management Consulting Services.

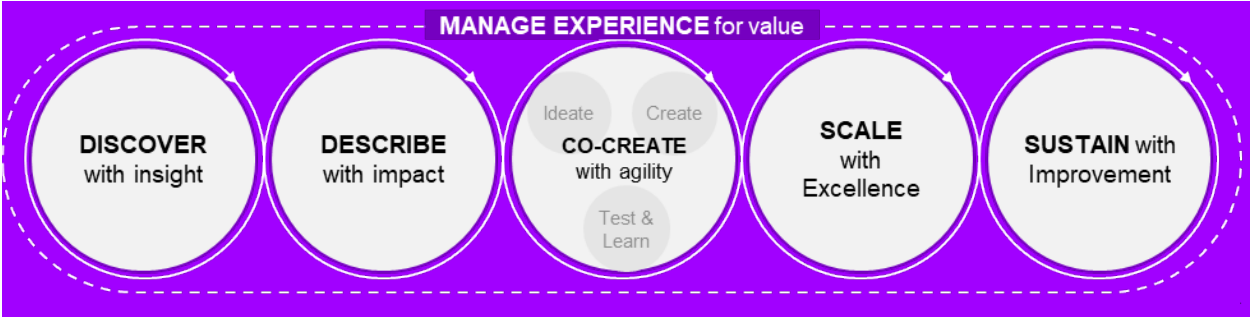


Figure 4. Accenture’s adaptable and modular FORM Methodology

We also recognize, depending on the nature of any particular project, Accenture may be asked to support just a subset of a client’s overall initiative. With defined activities and assets we can apply to any phase or subset of project phases, our FORM methodology is flexible enough to accommodate such modular approaches. Our ultimate aim is to deliver an exceptional client experience, tailored to their needs, while creating value through engagement and innovation.

---MANAGE EXPERIENCE FOR VALUE---

This overarching phase of our FORM methodology involves helping our clients establish a management strategy and managing the project for its duration. We hit the ground running by working with our clients to define the mission and vision for the effort, confirm project stakeholders, develop a meeting schedule and status reporting cadence, confirm the project governance structure, and finalize the project workplan. We typically hold a project kickoff to establish a team-oriented culture and way of working, in addition to mobilizing stakeholders. Throughout each phase, we execute the workplan and maintain a continuous feedback loop between the stakeholders and project team, to ensure learning and improving happens in real time.

When it comes to consulting our clients on management strategy, one of the primary tools we use within FORM is our proprietary Transformation GPS (Figure 5). Transformation GPS allows us to help leaders actively navigate big transformation by tapping into the power of the right data and advanced analytics to:

- Unlock hidden insights based on pattern recognition
- Recommend the highest-probability action sequence to achieve full business value

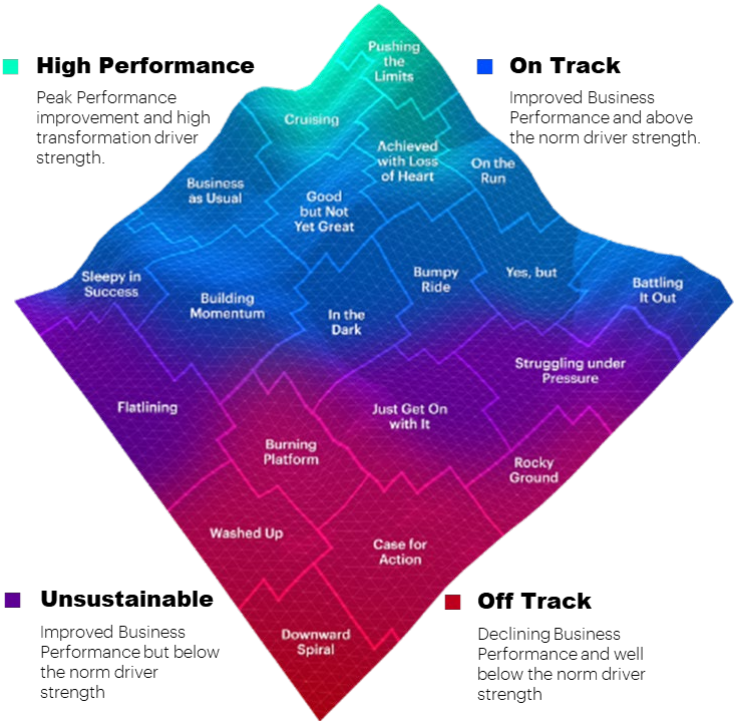


Figure 5. Transformation GPS drives Management Strategy.

- Mitigate hidden risks through sense-and-respond course corrections

Transformation GPS is based on transformation data we have collected from: **20 years of research; 650 change initiatives; 280 organizations; 50 industries; 25 countries; and 1.2 million employee survey responses.** The power of Transformation GPS is that it provides our clients predictive and prescriptive management strategy analytics across the dimensions of Vision, Leadership, Resources, Discipline, and Energy.

To help build strong project management capabilities within the FORM framework, we typically apply our proprietary program and project management methodologies, known as Accenture Delivery Methods (ADM). As depicted in Figure 6, ADM includes methods, tools, and templates for Scope, Cost, Performance, Resource, Quality, Schedule, and Issue, and Risk Management.

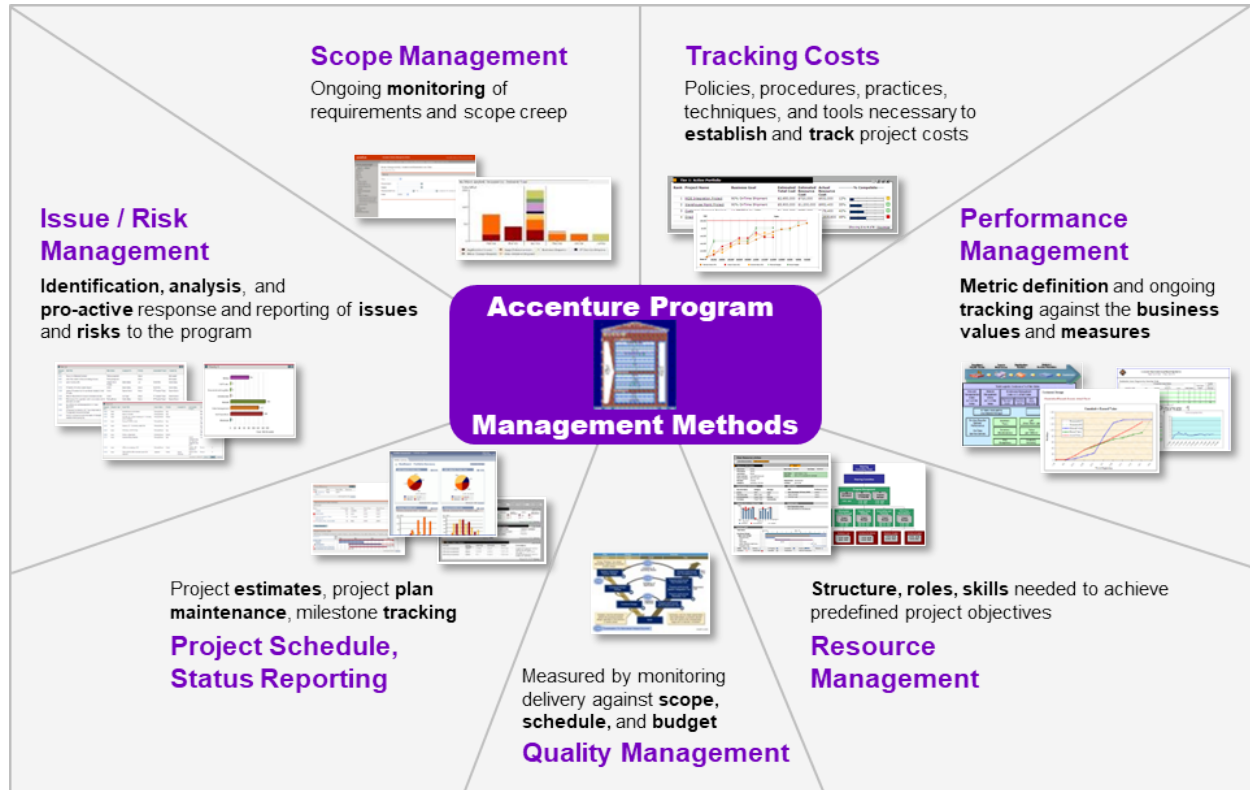


Figure 6. Accenture Delivery Methods (ADM) for project management.

ADM is consistent with the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK). Additionally, a number of our Florida-based consultants, as shown in our response to Question 2, are Project Management Professional Certified by PMI, and can apply any of those standards to a project, if not specifically addressed in ADM, as needed.

Accenture has successfully employed these ADM project management methods on thousands of consulting projects worldwide, including each of our engagements with State of Florida agencies, local governments, and educational institutions. We continuously evaluate these methods and maintain up-to-date repositories where we supply our project managers with the latest improvements to our methods and tools.

In recent years we have also worked with the Florida Department of Management Services' Division for State Technology (DST) on several active large-scale projects. We have been successful in gaining **DST's approval of our ADM methods** for project management, and we will leverage our experiences from working with them on future engagements as well.



In parallel to activating and managing the project, we gain a deeper understanding of our client and the context surrounding their mission-oriented business programs or initiatives. We work with stakeholders to identify and obtain existing data sources. This includes budgets, performance reports, strategic plans, organization charts, process documents, statutes, regulations and policies. We complement this document review with extensive interviews, focus groups and/or surveys to assess the current state. We interact with staff at multiple levels of the agency, constituents/ beneficiaries, partners and representatives from peer organizations; our list is crafted to gain a diversity of relevant perspectives. We distill insights from our research and interactions and frame and reframe the challenge until we reach consensus across the project team and sponsors. We categorize observations, often into strengths, areas for improvement and opportunities.



We explore opportunities identified in the Discover phase. We hold workshops with carefully selected groups of participants to envision what’s possible. Then, we articulate the impact of each opportunity. This may be from a financial, organizational, process and productivity improvement, system alignment and consolidation, or people perspective. Upon completion of the impact analysis, we seek feedback on the opportunities that have the greatest potential for success. In collaboration with our client, we prioritize the opportunities for further development



Once we have a prioritized list of opportunities, we collaborate with our client and their stakeholders to bring fresh ideas to the design of specific solutions. We often do this by deploying expert facilitators to conduct design thinking sessions. By strategically assembling a group of creative thinkers, and by employing a careful selection of design thinking techniques (see Table 7 below for examples), we generate innovative solutions (e.g., process and productivity improvements or system alignment and consolidation recommendations) to the challenge defined in the Discover phase.



JOURNEY MAPPING

Documentation of the sequential steps to deliver or consume a service. Positive, negative and neutral emotions are identified at each step, along with “moments that matter” in the journey.



DIRECTED STORYTELLING

Research method that involves asking a stakeholder to describe a memorable experience in detail and documenting their experience. Quickly reveals patterns in peoples’ experiences



CONCEPT POSTERS

Concept posters are utilized to put preliminary solutions, or components of a solution, “all on one page” in order to get feedback quickly



ROUND ROBIN

Method developed by the Luma Institute to solicit reactions to, and feedback on ideas by small teams. Encourages productive debate and promotes collaboration and sense of ownership.

Table 7. Example Design Thinking techniques we employ on Management Consulting projects.



We then test the solutions on a small scale by rapidly creating a proof of concept or prototype. Based on what we learn through real time feedback, successful ideas are refined and re-released, while others are eliminated. We question and debate the true desirability, viability and scalability of each design, working tirelessly with you to refine and improve ideas until together, we get to the best solution.

After testing, iterating on, and selecting the best solutions, our team will work alongside our counterparts to implement the solutions designed in this phase. While specific activities in the Scale phase will differ by project, at a high level we will help align the people, processes and technology to deploy the new solutions.



Once the solution is off the ground and operating in a steady state, Accenture collects regular feedback from the people both delivering and benefitting from the changes. This continuous feedback loop indicates where initiatives are successful and where opportunities to improve still exist. Specifically, we confirm the solutions are operating as designed, assess employee and constituent experience, and measure value realization. We monitor performance by collecting performance metrics and comparing to targets, and potentially conduct regular audits. We would adjust and design improvements based on the feedback.

Accenture can also employ a number of deeper-probing techniques for process and productivity improvement within our FORM methodology, such as Lean Six Sigma. As depicted in Figure 7, our Lean Six Sigma capabilities and services span: Execution, Capability Building, Process Innovation/ Optimization, Mastering Complexity, and Lean Transformation.

Lean Six Sigma Execution	Lean Six Sigma Capability Building	Process Innovation / Optimization	Mastering Complexity	Lean Transformation
• LSS Execution is the implementation of a process-focused set of methodologies, driven by customer-defined value, by process improvement experts alongside client teams • The LSS Execution offering builds directly from lessons learned while leading and coaching thousands of process improvement projects across various industries throughout the world	LSS Capability Building provides a structured process to facilitate cultural and fundamental process changes by: • Demonstrating the value of Lean Six Sigma • Increasing the skill sets of future leaders • Creating an infrastructure for successful continuous improvement • Transferring knowledge for a self-sustaining program	• Process Innovation and Optimization (PI&O) is an imperative focused on providing clients with processes that deliver differentiated value in the markets they serve and linking them to their business strategy. Clients currently in the process of implementing ERP systems or BPO throughout their business are keen to accelerate both value creation and realization of benefits from the project	• Complexity Management is the process by which Accenture helps clients address the growing and costly problems of complex product portfolios and multi-faceted operations and the hidden costs associated with them to focus on complexity customers value • Our approach optimizes complexity between processes & offerings to unlock hidden value in the form of product, process and organizational improvements	• Lean Transformation is the process by which companies transition to a significantly higher level of performance that is often required to execute the business strategy • The process by which companies achieve Lean Transformation is a fundamental shift followed by continuous improvement in underlying capabilities, mindsets, systems, and processes
Execution Excellence				
Execution Excellence is a process-focused set of methodologies driven by customer-defined value, that enable a client to build flexibility, speed, and process excellence into their operations to create a sustainable competitive advantage				

Figure 7. Accenture's suite of Lean Six Sigma capabilities and services for process and productivity improvement.

Accenture has been providing these **Lean Six Sigma services for over 20 years** and in certain regards, quite literally, “*wrote the book on it*”. See Figure 8 (next page) for three examples of knowledge capital produced by Accenture on the matter.

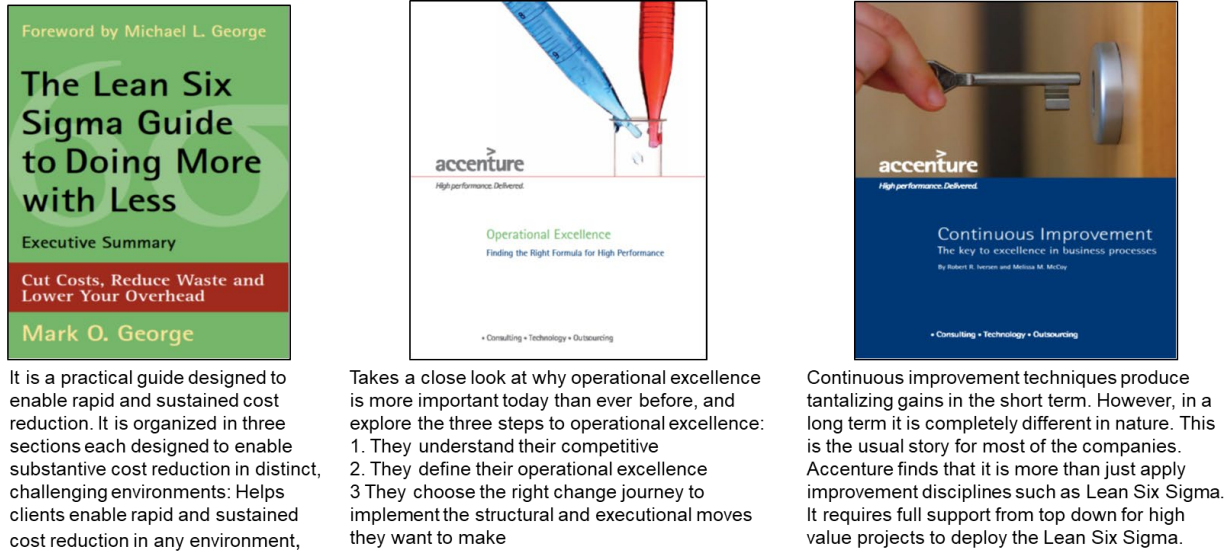


Figure 8. Accenture’s knowledge capital on Lean Six Sigma and process and productivity improvement.

Similarly, we can also provide additional methods and techniques to assess the needs for and potential outcomes of system alignment and consolidation within the FORM framework. In fact, we are often approached by clients challenged by: large, complex legacy application portfolios; complex and interdependent business processes tied to those applications; the lack of key performance indicators (KPIs) to understand business performance across applications; high costs of ownership of their business applications; and the need for greater cross-portfolio visibility. To address these needs, Accenture developed a proprietary Application Portfolio Transformation offering that includes methodologies and tools to help our clients gain the visibility they need across their application landscape, assess options for systems alignment and consolidation, and guide them through the transformation path they choose.

Our Application Portfolio Transformation offering can help a client optimize and simplify their application portfolio to better align with their business and IT goals by better mapping their applications with Business Processes and KPIs. We provide these services in a two-phase, modular approach, as depicted in Figure 9, where we can conduct application assessments and develop roadmaps for the future, and/ or execute on their roadmap and manage the effort to realize value.

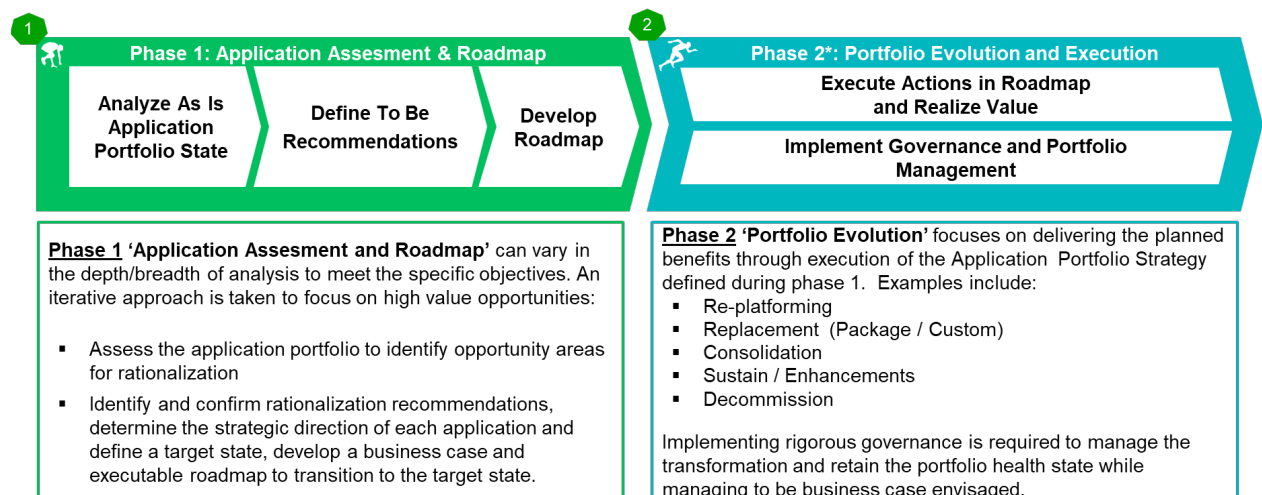


Figure 9. Accenture’s 2-phase, Business-led IT Transformation approach.

We have **successfully demonstrated our ability to provide such services** across the U.S. and around the world **since the 1950s**, and to State and local government agencies **here in Florida since 1996**. In fact, **each of 30 the projects** depicted on Figure 3 (page 10) **involved** various elements of: **consulting on management strategy; project management; assistance with process and productivity improvement; advisory and assistance services relating to a Customer’s mission-oriented business programs or initiatives; and, system alignment and consolidation services**. And when it comes to newer industry-popular management consulting techniques, such as Co-Creation (as described above), we have recent experience here as well. As examples, we recently led the Florida Department of Highway Safety and Motor Vehicles through co-creation sessions focused on reimagining the Disabled Driver vehicle plaque of the future. And with the City of Miami’s Department of Buildings, we orchestrated a series of “Persona Mapping” user group sessions to better understand and improve the customer experience for permitting and licensure application processes.

Accenture’s General Approach to Providing:

- 3** Program research, planning, and evaluations.
- 4** Provisions of studies, analyses, scenarios, and reports relating to a Customer’s mission oriented business program of initiatives.

Accenture would leverage **Accenture Research** and our **Applied Intelligence Practice** to provide program research, planning, and evaluations, as well as studies, analyses, scenarios, and reports relating to a Customer’s mission-oriented business program of initiatives.

Comprised of **more than 300 researchers**, **Accenture Research** is our global research division, which conducts rigorous data-driven studies for our own corporate thought-leadership and for our clients. From a surveying standpoint, Accenture Research runs over 100 surveys each year—both qualitative and quantitative—leveraging the most relevant techniques appropriate for testing hypotheses and answering research questions. Accenture Research is also well versed and experienced in developing instruments from scratch, evaluating their psychometric properties, and determining the best set of items/ statements to represent a psychological construct. We understand how to create effective survey instruments by using validation techniques on well-established metrics and reliability metrics to determine internal consistency of key constructs. We also use a variety of statistical techniques to interrogate the data for optimal scale development including reliability analysis, factor analysis, regression analysis and a host of other statistics that allow us to fulfill research needs. Additionally, we recently developed a theory-based proprietary measure of customer experience, leveraging qualitative research to identify key constructs in customer affinity. It was validated using quantitative methods, which relied on psychometric analysis by our in-house psychometrician trained in applied-experimental methods.

These methods can be applied in government to help uncover citizen expectations. For example, our team, working with the State of Florida Agency for State Technology (now Division of State Technology), developed, disseminated, collected, and reported on a Statewide Citizens Digital Trends survey (n= 2000 Florida residents) on citizens’ current and desired usage of technologies to interact with State government. This effort included a phone bank-based survey yielding 2000 responses, with special sampling attention paid to ensure adequate representation of Miami-Dade, and Hillsborough, and Orange counties versus the rest of the State. The gaps revealed in this study were used to inform State Information Technology policy from 2015 to 2018.

Accenture’s **Applied Intelligence Practice**, and more specifically our North America Health & Public Service Applied Intelligence Practice, is a team of **1300+ data scientists, data engineers, and data visualization specialists** that help our clients in the health, public service, and educational industries solve tough problems through analysis of large, complex, and often ill-defined datasets.

Our capability spans every type of big data challenge, from data management and platform/tooling setup, to predictive analytics, to churning through massive unstructured data such as text data, video, images, sensor data, social media data, clickstream data, and web-scraping. To further bolster our ability in this area, we have sourced and/or developed relationships with 250+ data sources, across a wide range of topics and fields, that we can bring to bear for both baseline assessments and for eventual comparisons once data is collected for the primary purpose. And when it comes to reporting on the data, we also bring extensive experience in crafting the full spectrum of visual data analytics, infographics, and interactive visualizations and portals for our clients.

This Applied Intelligence Practice can provide our clients a modern data platform, advanced analytics services, Public Health insight from 500+ domain specialist. This team is skilled in the latest data and analytics tools, such as: Azure, Informatica, Power BI, and others. See Figure 10 for more details.

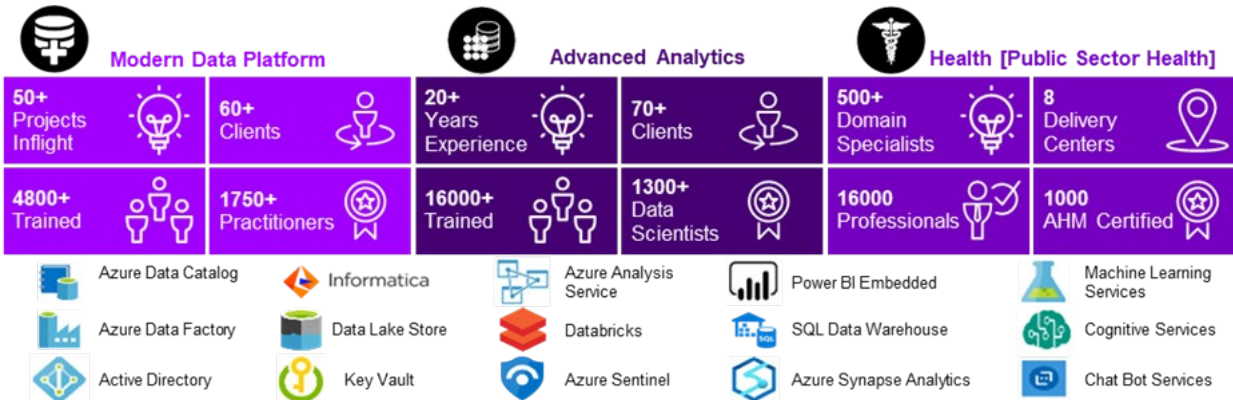


Figure 10. Key facts regarding Accenture's Applied Intelligence Practice.

In 2020, **Gartner** recognized the work of our Applied Intelligence Practice by placing us as a **Leader** in their **Magic Quadrant for Data and Analytics Service Providers** (Figure 11).

One example of our ability to successfully leverage our Applied Intelligence Practice for the benefit of the State of Florida is our work on the Central Florida Education Ecosystem Database (CFEED). With support from Helios Education Foundation, the School District of Osceola County (SDOC), Orange County Public Schools (OCPS), Valencia College (Valencia), the University of Central Florida (UCF), Accenture's Applied Intelligence Practice, and WestEd are engaged in a collaborative effort to develop and test hypotheses on student readiness. The vision of CFEED is to create a model of collaborative data sharing among Central Florida pre-kindergarten through university public educational institutions to identify factors that inform decisions and interventions to increase success, outcomes, and opportunities for all students.



Figure 11. Accenture is a Gartner Magic Quadrant Leader In Data and Analytics Services.

Accenture’s General Approach to Providing:

- 5 Customized training as needed to achieve a management consulting objective.

Accenture has provided **customized training** to achieve management consulting objects **since the time we started providing consulting services in the 1950s**. Over the years we have refined and honed the training methods and tools we use to guide and support clients from the inception of a training strategy and plan all the way through training development, delivery, and administration. In recent years, we have also recognized a number of trends brought on by digital innovations that are reshaping the way training can be delivered to further enhance learning for our clients (Figure 12).



Figure 12. Recent trends in training and learning Accenture is taking advantage of to benefit our clients.

Accenture is taking advantage of these trends to bring our clients an even more user-centric approach to training than we have seen in the past. What this means is that we can now work with our clients to understand the audience and desired management consulting objective and create customized, multi-delivery method learning experiences for users/ user groups with supporting content.

We also understand that learning for adults is not the same as learning for developing minds, and any learning approach for the workforce needs to account for the busy lives of its learners. Two concepts have a key role to play in this:

- **MICROLEARNING** – Breaking up large, complicated concepts into small chunks that easily fit into the schedule of a busy professional.
- **EXPERIENTIAL LEARNING** – Active, immersive learning based on real-world experiences. It encourages learners to experiment and incorporates teamwork and other social interactions.

For this reason, Accenture subscribes to the 70-20-10 principle, working to move 90% of learning for our clients to informal or digital methods and reducing traditional, formal training to 10% of the learner experience, as shown in Figure 13.

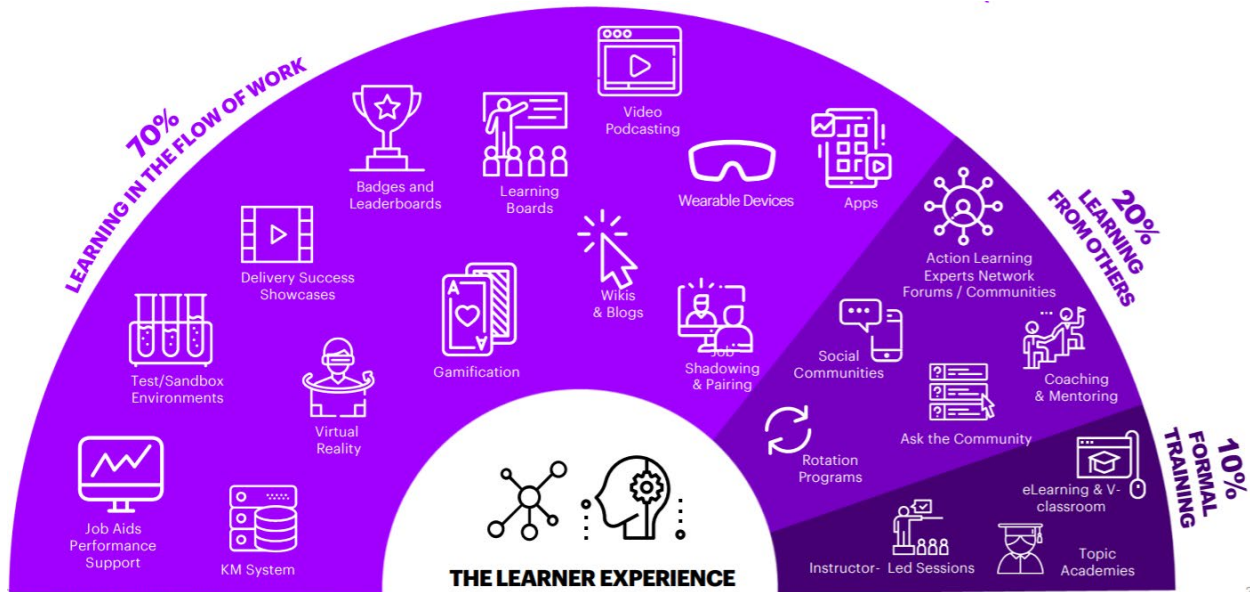


Figure 13. Accenture applies the 70-20-10 principle to enhance the learning experience.

Our approach to training can be offered in a stand-alone fashion, if a client is only seeking those services, or in conjunction with our FORM methodology, as described above. Our training methodologies have been applied to meet the needs of State of Florida agencies and other public sector entities for more than 24 years, including:

- **Department of Financial Services, Florida PALM** – we are currently engaged with the Department to design, develop, and support delivery of custom instructor-led and web-based training, as well as job aides and an online help application, for an integrated, enterprise financial management solution that is replacing the State's current accounting and cash management systems
- **Department of Highway Safety and Motor Vehicles; Motorist Modernization** – we are currently engaged with the Department to modernize the State's drivers' license and vehicle registration applications, and developed the corresponding OCM strategy, encompassing communication, training strategy and process readiness for the Department.
- **Department of Management Services; MyFloridaMarketPlace** – we have over 15 years of experience supporting the Department in the design, development, and delivery of custom instructor-led and web-based courses, job aides, manuals, newsletters, and YouTube® videos, supporting the adoption and utilization of MyFloridaMarketPlace across the State's 100,000+ agency and vendor end users.
- **Agency for Healthcare Administration; Integration Service and Integration Platform (IS/IP)** – we are currently designing and developing technical training for users, module vendors, and Agency staff on the foundation platform of the Florida Health Care Connections, the first component of the Agency's replacement of the legacy statewide system.
- **Miami-Dade County; EDGE ERP Project** – we are currently engaged with Miami-Dade County to design, develop, and support delivery of custom instructor-led and web-based training, as well as job aides and an online help application, to support use of a new financial management system by end users.

Additionally, we can offer clients subscription to our proprietary **Accenture Academy**; a cloud-based, comprehensive and cost-effective learning service that supports capability development utilizing a competency-based approach. Accenture Academy addresses unique workforce learning needs and has supported the upskilling of over **825,000 users in 160 countries** over the past **16 years** through functional courses and access to just-in-time research findings.

Accenture's General Approach to Providing:

- 9** Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Accenture has deep experience in providing State and Federal grants management services like the Stafford Disaster Relief and Emergency Assistance Act. In fact, we bring an extensive depth of experience in federal grants management and reporting from our project work with some of the largest grant funding agencies in the federal government – such as the Department of Education, FEMA, U.S. Department of Agriculture, the State Department, and the National Science Foundation. While we work with these agencies on a range of projects and issues, we have also helped build grants accounting and management systems for many of them.

We have also worked with other states on managing their federal grant monies. One example is our work with the Commonwealth of Massachusetts, Executive Office for Administration and Finance (ANF). When the American Recovery and Reinvestment Act (ARRA) was enacted, the Massachusetts Governor tasked the ANF with mobilizing for and coordinating the management of ARRA funds across their lifecycle. The Commonwealth received approximately \$8.7 billion in ARRA funding (excluding tax benefits). Effective management of ARRA was one of the Commonwealth's highest priorities at that time. ANF established a dedicated program management office (PMO) for Massachusetts that was critical to the Commonwealth's efforts in achieving the intended outcomes of accountability and transparency in the management of ARRA funds. ANF engaged Accenture to assist in developing a written plan for the PMO outlining the structure, roles and responsibilities, inventory of business processes and inventory of systems needed to manage ARRA funds over the life of the Act.

Since the outbreak of COVID-19, the federal government has passed 4 major pieces of legislation to respond to the pandemic. Collectively, these bills and appropriations make Disaster Relief Resources available, including funding for state and local governments for everything from emergency response, to health care, nutrition, unemployment, education, small business assistance, fiscal stabilization, and much more. In addition, we expect that at some point this summer, the Congress will pass a fifth bill, which is likely to help state and local governments directly address unexpected budget gaps in Fiscal Years 2020 and 2021, largely as a result of dramatically reduced tax revenues.

In response, Accenture developed a set of approaches and methodologies to provide a comprehensive scope of services to help state and local governments identify, track, manage, and account for COVID-19 related funding. Through these, we can provide a systematic approach to address several such needs, including but not limited to:

- Project Assessment, Development & Formulation
- Cost Tracking and Accounting
- Communication and Liaison Services
- Reporting and Compliance Monitoring
- Guidance and Training
- Project Design and Assessment

In addition, we are beginning to help those jurisdictions think about what government looks like in a post-COVID era: how agency organization and service delivery evolve to be more effective, more efficient, and more citizen friendly.

To date, we are engaged to **provide more than ten state governments**—including Georgia, Kansas, Massachusetts, Michigan, New Mexico, New York, Oklahoma, Pennsylvania, and Virginia—services related to the COVID-19 pandemic and the **management of response, relief, and recovery funds** (Figure 14, next page).

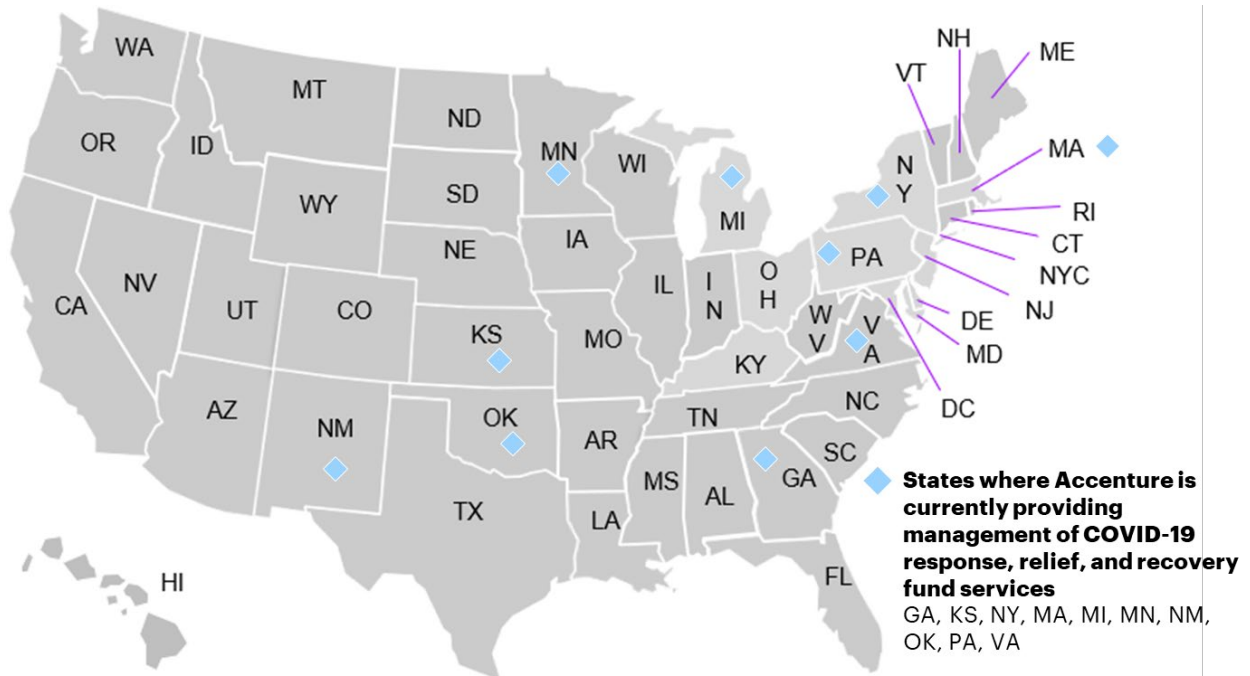


Figure 14. Accenture is helping manage federal COVID-19 response, relief, and recovery funds for 10 states.

Finally, Accenture is a **leader in financial systems implementations for state and local governments**, including the State of Florida. Here, we are currently implementing the State's Planning, Accounting, and Ledger Management (Florida PALM) to replace to current Statewide accounting system (FLAIR). In this project, compliance to grant requirements and project accounting are key areas of focus and provide learnings we can apply to other projects where we may be engaged to help the State or local governments manage federal grants.

Accenture's Ability to Provide Services Statewide

As described earlier in our response to this RFP's Request 1 regarding Experience, and as re-depicted in Figure 15, Accenture has **more than 1000 Florida-based employees**, across offices in **Miami, Tampa, Orlando, and Tallahassee**. Having such a large bench of resources, with a diverse set of knowledge and skills, gives us the necessary reach and ability to provide management consulting services Statewide. In instances where it is necessary—due to the size, complexity, or unique challenges our clients may face—we are also fortunate to be able to draw upon the significant resource and talent pool offered by both our North America and Global Strategy and Management Consulting Practices.

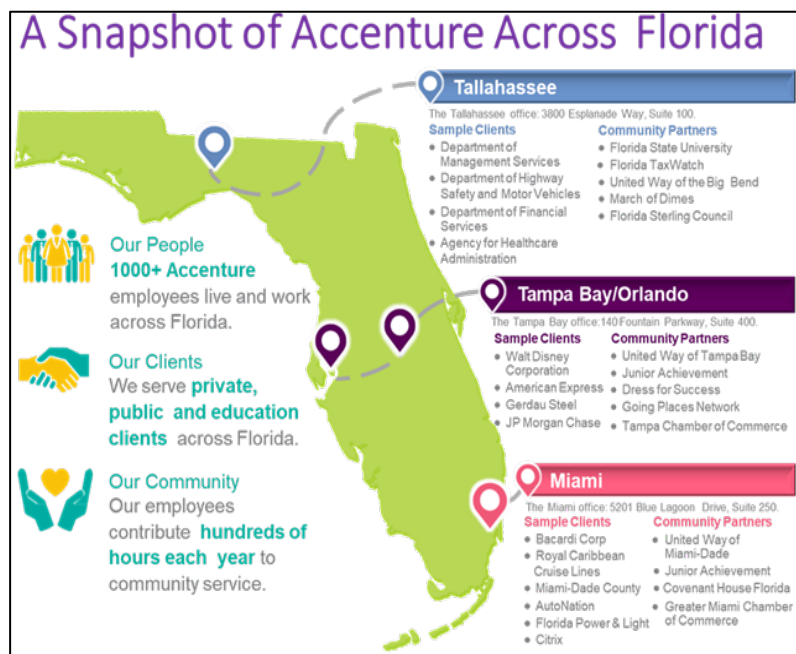


Figure 15. Accenture's Statewide footprint.

Accenture’s Ability to Offer Diverse Knowledge and Skills

The State of Florida wisely recognizes the need for service providers with diverse knowledge and skills. Accenture believes that for a company to truly have diverse knowledge and skill you have to start with a diverse workforce, and then foster that workforce’s ongoing skill development.

When it comes to diversity, Accenture is certainly an inclusive place. In fact, for the last two years, we have been recognized by Refinitiv’s Global Diversity & Inclusion Index as **the most diverse and inclusive workplace among the top 100 publicly traded companies** (Figure 16, www.refinitiv.com).

That recognition is due in part to specific programs we have put in place, such as our global **Getting to Equal** initiative. Through this concentrated effort, by 2025 the entire Accenture workforce will be **50% women and 50% men**. As of 2020, our North America Public Service Practice—which would primarily serve the State of Florida, through this State Term Contract—has already achieved that goal. This unwavering commitment to inclusion and diversity unleashes innovation and creates a culture where everyone feels they have an equal opportunity. Accenture also makes significant investments in the ongoing skill development of our people through various training offerings. Our clients’ needs for innovation never stop—so neither do we. To meet this demand, Accenture has five regional learning hubs, connected classrooms, online courses, and learning boards to allow for our people to learn collaboratively, continuously, and effectively so they can bring their clients the latest learnings in innovation and problem solving (see Table 8 for further examples).

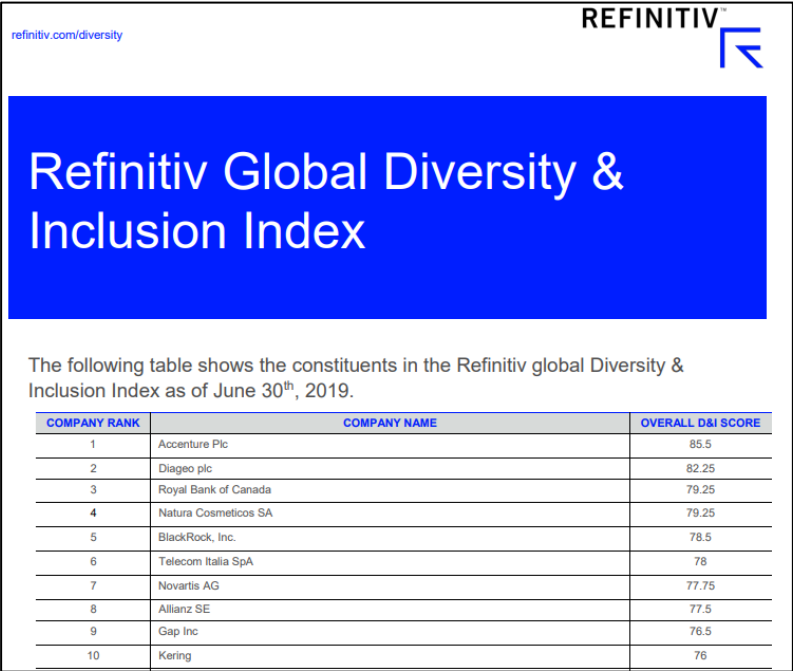


Figure 16. Accenture is a corporate leader for diversity.



2,400+ ONLINE COURSES

Allows Accenture’s people to learn new skills and hone existing ones. Always-on training is matched to roles, business area and geography, keeping innovation at the center.



2,700+ LEARNING BOARDS

Expert-curated content is constantly updated from leading experts around the globe, offering real-time, right-sized learning.



91 CONNECTED CLASSROOMS

Contains state of the art technology that eliminates borders and connects Accenture colleagues and experts around the globe into one rich learning environment.

Table 8. Examples of Accenture’s commitment to ongoing skill development.

Accenture’s Ability to Provide Staffing

Accenture’s ability to provide staffing for Florida Management Consulting projects—like all of our projects around the word—requires a continuous focus on recruiting top talent. Accenture’s recruitment efforts span both college graduate recruitment from the top colleges and universities,

as well as experienced hire recruitment bringing in seasoned professionals with deep industry expertise. This balanced recruitment strategy gives us the ability to adapt to client needs and bring the most qualified, dedicated team members to each of our projects.

To successfully staff a project, Accenture analyzes staffing needs on an ongoing basis with an eye on project objectives and the specific tasks needed to achieve those objectives. We then determine the skillsets needed to complete those tasks and fill the roles identified. Finally, Accenture considers the past experiences of a pool of resources to determine if their experience meets requirements set by the project.

All our consulting employees, leadership, and internal HR professionals use myScheduling; a proprietary application we use for tracking and filling open Accenture positions across our projects. Within myScheduling, roles are posted with a focus on the key skills and experience preferred for the role. Resumes are then collected by the Project Manager to review and sort. Our scheduling system allows individuals to narrow searches based on geographic regions, and furthermore the ability to internally prioritize resources for a role.

When candidates are identified they are interviewed to confirm they meet criteria for the posted role, including aspects such as previous work in the public sector, years of experience, and specific skill sets that match the role description. After internal interviews, successful candidates are proposed to the client for review and interview. Selected candidates are then confirmed to the role and onboarded accordingly.

Accenture’s Florida-based Public Service Management Consulting Team

The summary résumés provided as part of our bid represent a sample of Accenture’s team of Florida-based Public Service Strategy and Management Consulting practitioners who will lead and conduct our work on projects resulting from our inclusion on Florida’s State Term Contract for Management Consulting Services. As you will see, these individuals come with a diverse set of knowledge and skills across the broad services areas we are proposing on, as well as other complementary consulting skills, such as those tied to the services shown in Figure 17, which we can provide within the framework of management consulting engagements. If needs for an even greater array of knowledge and skillsets arise, we can also reach into our North America and Global Strategy and Management Consulting Practices, where **we have hundreds—if not thousands**—of additional practitioners to draw upon.

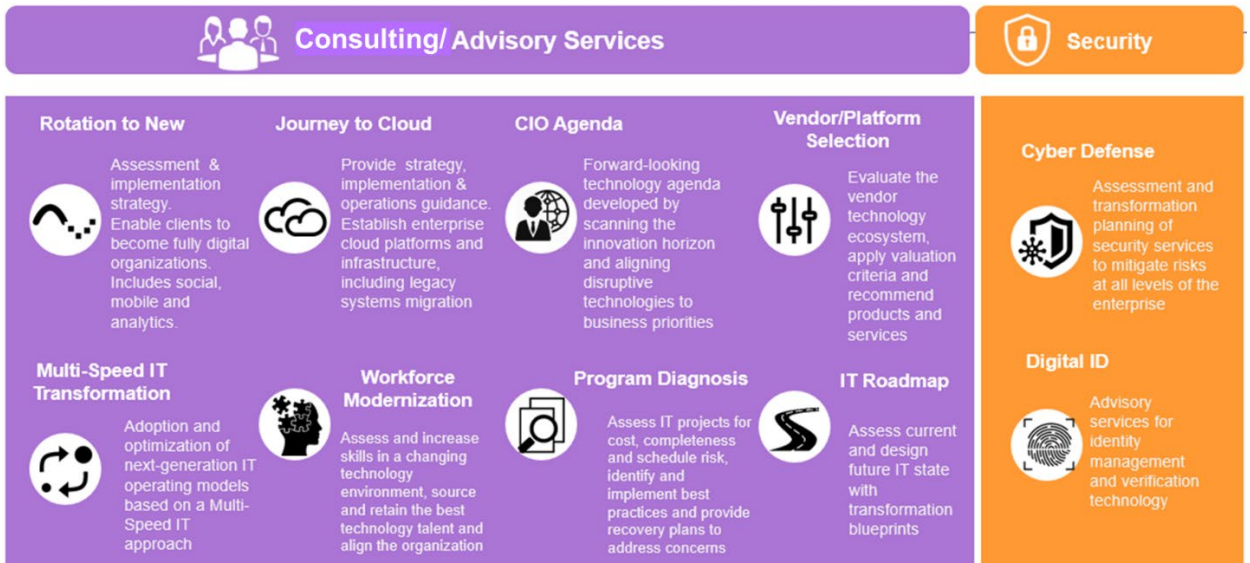


Figure 17. Consulting and Security Advisory services we can provide within the management consulting framework.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Accenture LLP has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Customized training as needed to achieve a management consulting objective.
- Assistance with process and productivity improvement.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY ***

Contract Name:	Management Consulting Services		
Contract Number:	80101500-20-1		
Contractor Name:	Accenture LLP		
FEIN:	72-0542904	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.accenture.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Suzanne Easter			
Email:	suzanne.m.easter@accenture.com			
Phone:	919-326-8387	ext.		
Address:	3800 Esplanade Way, Suite 100			
City:	Tallahassee			
State:	FL			
ZIP:	32311	+4:		

Contract Administrator

Contact for escalated customer needs.

Name:	Shireen Sackreiter			
Email:	shireen.s.sackreiter@accenture.com			
Phone:	850-445-3084	ext.		
Address:	3800 Esplanade Way, Suite 100			
City:	Tallahassee			
State:	FL			
ZIP:	32311	+4:		

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: Accenture LLP

Respondent Federal Employer Identification Number (FEIN #): F720542904

Authorized Signature:



Shireen S. Sackreiter

Print Name:

Managing Director

Title:

June 9, 2020

Date:

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise	Yes _____	No _____
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W-9 verification:	Yes _____	No _____
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In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Accenture LLP	
2 Business name/disregarded entity name, if different from above Anser Advisory Consulting, LLC EIN: 54-2078311	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 529 E. Crown Point Road Suite 170	Requester's name and address (optional)
6 City, state, and ZIP code Ocoee, FL 34761	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
7	2		-	0	5	4	2	9	0 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►



Date ► November 21, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CONTRACT AMENDMENT NO.: 4

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

This Contract Amendment to Contract No. 80101500-20-1 ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Accenture LLP ("Contractor"), with its principal place of business located at ATTN:CLAUIDA A., 500 W. MADISON ST., CHICAGO, IL 60661, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on March 1, 2021 for the provision of Management Consulting Services;

WHEREAS the Contract was extended for a period of six months, with a new Contract expiration date of August 31, 2024 and;

WHEREAS the Contract was extended for a period of three months, with a new Contract expiration date of November 30, 2024, and;

WHEREAS the Parties agree to extend the Contract for six (6) months per s. 287.057(13), F.S.; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Attachment B, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Extension. The Contract is extended for a period of six (6) months pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of May 31, 2025.

II. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

SIGNATURE PAGE IMMEDIATELY FOLLOWS



CONTRACT AMENDMENT NO.: 4

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: DocuSigned by:
Pedro Allende
C94713929499485...

Name: Pedro Allende
Title: Secretary
Date: 10/18/2024 | 7:06 PM EDT

Contractor:
Accenture LLP

By: DocuSigned by:
Shireen Sackreiter
F6E18CF52E254C5...

Name: Shireen Sackreiter
Title: Managing Director
Date: 10/15/2024 | 12:27 PM PDT

Certificate Of Completion

Envelope Id: 681BA15844064755B980D63342915AD5	Status: Completed
Subject: Complete with Docusign: Accenture LLP Piggyback Agreement -ARPA Management Services - 12.4.24.pdf	
Source Envelope:	
Document Pages: 142	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Katrina Harding
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	161 N Clark St Ste 1100
	Chicago, IL 60601-3362
	katrina.harding@accenture.com
	IP Address: 69.136.32.67

Record Tracking

Status: Original	Holder: Katrina Harding	Location: DocuSign
December 4, 2024 19:02	katrina.harding@accenture.com	

Signer Events

Katrina Harding
katrina.harding@accenture.com
Contract Management
Accenture Legal
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

5F99B25C87F2461...
Signature Adoption: Pre-selected Style
Using IP Address: 69.136.32.67

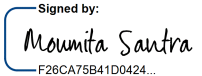
Timestamp

Sent: December 4, 2024 | 19:10
Viewed: December 4, 2024 | 19:10
Signed: December 4, 2024 | 19:12

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Moumita Santra
m.santra@accenture.com
Accenture Legal
Security Level: Email, Account Authentication (None)

Signed by:

F26CA75B41D0424...
Signature Adoption: Pre-selected Style
Using IP Address: 64.121.143.188

Sent: December 4, 2024 | 19:10
Viewed: December 4, 2024 | 19:31
Signed: December 4, 2024 | 19:32

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shireen Sackeiter
shireen.s.sackreiter@accenture.com
Managing Director
Accenture
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 71.220.18.98

Sent: December 4, 2024 | 19:10
Viewed: December 4, 2024 | 20:40
Signed: December 4, 2024 | 20:41

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

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Intermediary Delivery Events

Status

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Certified Delivery Events

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Carbon Copy Events

Status

Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	December 4, 2024 19:10
Certified Delivered	Security Checked	December 4, 2024 20:40
Signing Complete	Security Checked	December 4, 2024 20:41
Completed	Security Checked	December 4, 2024 20:41
Payment Events	Status	Timestamps

November 1, 2024

Mr. Jonathan Salas
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Dear Mr. Salas

Anser Advisory Consulting, LLC (Anser), (formerly Government Services Group, Inc.) now part of Accenture, are eager to express our interest in continuing to provide Grants Management Services for the American Rescue Plan Act. With nearly three decades of experience in serving public agencies in Florida and across the United States, our firm is well-positioned to assist the City of Deerfield Beach in leveraging grant funding to augment existing local funding and achieve its goals to benefit the residents it serves.

Anser Advisory Consulting, LLC is a wholly owned subsidiary of Anser Advisory LLC. Anser Advisory Management, LLC (principally providing construction management services) is a sister entity to Anser Advisory Consulting, LLC. Both companies are wholly owned subsidiaries of Anser Advisory, LLC. Anser Advisory Consulting LLC" previously held the legal name of "RW Block Consulting, LLC." RW Block Consulting, LLC was acquired by Anser Advisory, LLC in 2018. A name change was filed on 11/14/2018, in the entity's home domicile of Delaware.

On November 5, 2021, Anser Advisory Consulting LLC completed the acquisition of Florida-headquartered advisory firm Government Services Group, LLC ("GSG"). A full transition has since been completed and we are now operating as a fully integrated team. On August 7, 2023, Anser Advisory Consulting LLC and its parent entity, Anser Advisory LLC, formally closed a transaction to be acquired by Accenture LLP (NYSE: ACN). Anser Advisory LLC is now a wholly owned subsidiary of Accenture LLP. Accenture is a leading global professional services company of over 738,000 staff serving private and public sector clients in more than 120 countries. Anser Advisory will continue to provide services spanning infrastructure advisory, compliance and management services on behalf of public sector clients.

Anser Advisory is a national program management and advisory firm, which provides reasoned solutions to our client's challenges. Our services begin with strategic organizational planning and continue by managing each project's execution and compliance. With a diverse client base, our team is adept at adding value to early program creativity and diving into projects at any phase of the development cycle, always with a critical focus on driving value and maximizing accountability. We are unconventional as a firm because we believe in honoring old-school traditions while leveraging new-school methods. *Anser will operate from our Orlando office or a closer location depending on the timing and the logistical needs of the engagement.*

Anser, a part of Accenture, specializes in a wide array of consulting services, including program advisory, strategic management consulting, and grant funding acquisition. Our approach melds the City's critical aspects of grants compliance and program management, a targeted approach to stakeholder engagement, eligibility review, proactive planning regarding grant expenditures, and disbursement of

funds. We will also help to augment and support City staff through the administrative burden of managing the City's ARPA funding. Additionally, we will leverage our current grants management tools, templates, and experiences to serve the City effectively. We are currently assisting over 30 local governments with similar work requested by the City, including over twenty in the State of Florida alone, including:

- Jefferson County, Florida
- Taylor County, Florida
- Madison County, Florida
- Wakulla County, Florida
- City of Lake Wales, Florida
- City of Gainesville, Florida
- City of Dania Beach, Florida
- City of North Lauderdale, Florida

We believe the relevant experience in our response aligns with the City's requests. We have overseen and delivered billions of dollars' worth of capital projects and financial compliance services. We understand the imperatives around federal compliance to avoid clawback, the nuance of working with public infrastructure and social programs, and how those projects can be best set up for success. We look forward to working with you.

Sincerely,



Corey Burbach
Senior Vice President
Anser Advisory

Scope of Work

Anser is proposing to maintain the scope of work established in our previous ARPA engagement. The table below details the proposed tasks:

ARPA Service/Task Description	
1. Provide advice to the City about accounting and compliance procedures related to federal grants.	9. Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and procedures.
2. Support to meet all stated deadlines to meet ARPA Act of 2021 required timelines to recover full reimbursement.	10. Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.
3. Meet with federal representatives and/or state representatives as requested to discuss the City's COVID-19 related costs and expenditures.	11. Confirm the City's information is prepared recognized accounting principles in carrying out any of the services pursuant to the contract.
4. Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.	12. Provide miscellaneous services not otherwise described but which the City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the City.
5. Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.	13. Provide the City with a final report summarizing the total reimbursement requested, total expenditures, and any special circumstances.
6. Assist in tracking all documentation submitted to the cognizant agency.	14. Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information.
7. Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.	15. Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.
8. Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.	16. Provide and present comprehensive financial reports and analysis to present to the City Commission and/or Committees.
	17. Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports.

Project Budget and Schedule

Our fees for professional services are inclusive of professional staffing, administrative support, report production, and travel costs. We will invoice the City monthly, and invoices are due upon receipt. Our fees are based on time and materials for personnel involved in the engagement at hourly rates commensurate with the professional's level and experience as outlined in the table below:

Title	Key Resources	Hourly Rate
Senior Vice President	Corey Burbach	\$250
Director	Joseph Sheets	\$225
Grants Manager	Tara Reynolds Michelle Daschner	\$185
Project Manager	Danielle Hendry	\$150
Assistant Project Manager	Cheyenne Young Chris Lindsay	\$115

Due to the volatility of infrastructure and grant related projects, actual work may vary, but Anser is proposing the following schedule for the duration of the contract:

Period of Performance	Not-to-Exceed Amount
November 2024 through May 2025	\$50,000

Should the City and Anser be satisfied with the services provided, Anser and the City may exercise the option for up to two (2) one-year renewals, with the hourly rates remaining the same, and a proposed not-to-exceed of \$50,000 per year.

It is Anser, part of Accenture's intent to operate utilizing the Florida Department of Management Services' State Term Contract #80101500-20-1 for Management Consulting Services as assigned to Accenture, LLP, once the assignment process for this contract has been completed.

We anticipated a higher monthly level of effort through May of 2025 to assist the City in meeting the obligation deadline of December 31, 2024. Should unforeseen project needs cause us to believe the professional fees will exceed the above estimates, Anser will immediately notify the City to discuss the appropriate course of action.



State Term Contract 80101500-20-1
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Management Consulting Services

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **ACCENTURE LLP** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor’s submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

IV. Statement of Work.

- a) Scope of Services.
The Contractor will provide Management Consulting Services (MCS). This includes the

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provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

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- Allocating financial and human resources and material assets
 - Formulating and enforcing work standards
 - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, may provide include:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

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- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

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will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250

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Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100
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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

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Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

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Management Consulting Services**

The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

ACCENTURE LLP

DocuSigned by:

Shireen Sackreiter

Shireen Sackreiter
Managing Director

2/17/2021 | 3:40 PM GMT

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

Tami Fillyaw

Tami Fillyaw
Chief of Staff

2/18/2021 | 3:30 PM EST

Date:

Contract Attachment A: Cost Proposal (Revised)

Request For Proposals

No. 06-80101500-J

Management Consulting Services and Financial and Performance Audits

Respondent Name	Accenture LLP
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INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts <u>may include cents (e.g. \$0.05), but</u> cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$420.00	\$432.60
Senior Consultant	\$355.00	\$365.65
Consultant	\$265.00	\$272.95
Junior Consultant	\$180.00	\$185.40
Program and Administrative Support	\$65.00	\$66.95

Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records 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 stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Contract Attachment C

THE STATE OF FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES

MANAGEMENT CONSULTING SERVICES AND FINANCIAL AND PERFORMANCE AUDITS

06-80101500-J | JUNE 9, 2020

TECHNICAL PROPOSAL

SUBMITTED TO:

The State of Florida Department of
Management Services

Joel Atkinson

Procurement Officer

Phone: (850) 487-0758

Email: Joel.Atkinson@dms.myflorida.com

SUBMITTED BY:

Accenture LLP

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LEGAL DISCLAIMER

This document is the response by Accenture LLP (Accenture) to the State of Florida Department of Management Services (Department) as issued as requested in your Request for Proposals (RFP) for Management Consulting Services and Financial and Performance Audits. It is supplied in confidence and, except for Department's evaluation purposes, cannot be disclosed, duplicated, or otherwise used in whole or in part without the prior written consent of Accenture. Accenture's proposal, and the performance of any services described in this response are contingent upon the parties' negotiation and execution of a contract containing terms and conditions that are mutually acceptable to both the Department and Accenture. Nothing in this document shall form the basis for any contract, and nothing contained in this document will be binding against Accenture unless expressly agreed to by Accenture under a formal contract. All representations and warranties, whether express or implied by statute, law, or otherwise, are hereby excluded. Accenture interprets the following words and phrases used in the solicitation and this proposal in the manner indicated: "maximize," "optimize," and "optimal" mean to improve to a commercially reasonable degree; "minimize" means to reduce to a commercially reasonable degree; "best" means leading or of a high standard; "partner" and "partnerships" do not mean a legal partnership, but rather a collaborative relationship; "right," where used as an adjective, means appropriate; and "ensure" and "enable" mean to use commercially reasonable efforts to implement. This document was prepared on the instructions and information given by the Department through the RFP and, accordingly, no responsibility is accepted for any inaccuracy or error or any action taken or not taken in reliance on this document. These limitations are not in any way intended to restrict continuing business discussions between the Department and Accenture. We look forward to our discussions and to working with you on this important project. The use in this document of trademarks not owned by Accenture is not an assertion of ownership and is not intended to imply the existence of any relationship between Accenture and their lawful owners. Where any Accenture clients are named, please obtain Accenture's consent before attempting to contact them.

INFORMATION EXEMPT FROM DISCLOSURE

Accenture LLP hereby asserts its rights under the provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes, to support its claims that certain redacted information contained within Accenture's Response, (hereinafter, "Response"), contains highly sensitive data, materials, and methodologies. Specifically, where narrative materials, exhibits, documents, diagrams and figures have been redacted herein, they should not be released into the public domain to third-party requestors. As discussed here, the redacted information contains, describes and/or explains highly sensitive data, unique materials, and narrowly crafted methodologies that are proprietary, confidential and where applicable, includes competitively sensitive Accenture Business Information that, if disclosed, would cause direct and negative competitive harm to Accenture. Pursuant to the exceptions and provisions under Chapters 119 and 815 of the Florida Statutes (see F.S. § 119.071(1)(c) and in particular F.S. §§ 812.081, 815.045, 815.04(3), and other applicable law (e.g., Florida Society of Newspaper Editors, Inc. v. Florida Public Service Commission, 543 So. 2d 1262 (Fla. 1st DCA 1989)), Accenture asserts that any release of Accenture's Proprietary, Confidential and Commercially Sensitive Trade Secret Information ("Trade Secret Information") into the public domain would operate counter to well-established precedent concerning the protection of a parties' sensitive commercial information under specific circumstances. Indeed, information contained in the Response includes Trade Secret Information regarding Accenture's performance and delivery methodologies. Thus, Accenture considers the information that Accenture has chosen to redact in the enclosed Response to be exempt from Public Disclosure as a Trade Secret and is Proprietary, Confidential and inclusive of Competitively Sensitive Accenture Business Information. All Information and materials that Accenture has determined as qualifying for an exemption from disclosure under the applicable Florida Law are being submitted with a clearly visible redaction marking placed on the relevant portions of the applicable pages and are individually identified in a Redaction Index. The information redacted is particularized and falls within the categories of materials exempt from public disclosure. To be clear, information that the State of Florida and the Department of Financial Services shall use to evaluate Accenture's Response is not redacted. Here, Accenture is including—and thus redacting—information that is commercial in nature, technical in scope, inclusive of financial information, and includes designs, processes and proprietary procedures. Accenture's submitted and redacted information concerning the "how to" of its proposed delivery to the State of Florida is secret (in that it is not freely shared nor exchanged without protection of a legally enforceable non-disclosure agreement or applicable law), of great value and used regularly by the company's business units as an advantage in the highly competitive technology development and professional services market segment. As the Florida legislature determined (and as is reflected in the relevant statute), the disclosure of trade secrets not only negatively impacts the business interests of commercial entities such as Accenture by damaging them in the marketplace, but ultimately impairs the effective and efficient administration of governmental functions due the chilling effect of such material being under threat of widespread public release (see, et seq., F.S. §812.081). In particular, any release of the Accenture Trade Secret information into the public domain will only serve to inflict undue harm to Accenture as a corporate entity, inflict harms to privacy on Accenture personnel, former Accenture Client personnel and third party individuals, diminish Accenture's competitive position in the market, and violate existing agreements between Accenture and other commercial and government entities regarding the release of particular and proprietary information. As an illustrative example reflective of the types of redactions included herein, information concerning how Accenture establishes exact value, savings or efficiencies for clients (e.g., "Value Targeting") carries with it the ability easily discern our approaches, choices in resource usage and staffing, and our competitive "edge" in comparison to other companies in a similarly situated market segment. Similarly, information that describes delivery or alternative methods via a diagram or visual representation of the delivery process should not be unduly exposed to market competitors when such information is routinely protected from undue disclosure and only revealed to Clients and other third-parties pursuant to Non-Disclosure Agreements and well-established rules and laws concerning confidentiality. At bottom, Accenture asserts that harm, both public and private, imposed by the disclosure of trade secrets and other proprietary information significantly outweighs any public benefit derived from such disclosure. Indeed, the public's ability to scrutinize and monitor the Department's actions in this procurement shall not be diminished by the nondisclosure and continued protection of Accenture's trade secrets. Accenture is therefore submitting the Confidential, Proprietary and Trade Secret Information enclosed herein (and as identified in the accompanying Redaction Index) to the State of Florida upon the condition that it shall not be duplicated, distributed, or shared outside of the Florida State Government, in accord with applicable Florida Law.

Redacted Content: Response to Question 1, Experience; Response to Question 2, Services; Resumes

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1.0 EXPERIENCE

RFP Request 1: In its Technical Proposal, the Respondent should provide a narrative on the Respondent's relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 1. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects.

Global Overview of Accenture LLP

With our management consulting roots tracing back to the 1950s, Accenture LLP (Accenture) stands today as a global professional services company, providing a broad range of strategy and management consulting, interactive, technology and operations solutions. Combining experience and specialized skills across 40+ industries and all business functions, Accenture works at the intersection of business, government, and technology to help clients improve their performance and create sustainable value for their stakeholders. With 509,000 people serving clients in more than 120 countries, Accenture drives innovation to improve the way the world works and lives. We provide a full range of management consulting services, with field-tested tools, techniques and approaches, which allows us to mobilize and deliver outcomes with long-term value for our clients. See Figure 1 for a global overview of our company.



Figure 1. Global overview of Accenture.

Accenture’s Global Strategy & Management Consulting Practice

Accenture encapsulates our management consulting offerings in a global Strategy and Management Consulting Practice (Table 1). Here, we combine the diverse knowledge and skillsets of our Strategy, Management Consulting, Technology Strategy, Industry X.O, Applied Intelligence, Talent & Organization / Human Potential, Innovation, and our Capability Network groups. Our clients benefit because this approach allows us to more effectively drive innovation, industry expertise, functional acumen, data-driven insights, and human-centric design into solutions to help them anticipate changes they didn’t see coming and seize on opportunities they didn’t know were there.

Accenture’s Global Strategy & Management Consulting Practice	
Strategy Enabling competitive agility, partnering with the C-suite to address their most strategic issues.	Management Consulting Helping clients transform their own organizations and business functions to navigate change and accelerate growth.
Technology Strategy & Advisory Driving business advantage with innovation-led strategy and game-changing technologies.	Industry X.O Creating the next wave of industry innovation with software, platforms, data and AI.
Applied Intelligence Combining AI with data, analytics and automation to transform businesses.	T&O / Human Potential Unlocking human potential and restructuring the organization and culture to drive growth.
Innovation Applying the unexpected to deliver disruptive ways of winning, taking our clients from research to results.	Capability Network Providing specialized, industrialized and end-to-end capabilities and services with global reach and flexibility.

Table 1. Accenture’s unique and diverse combination of Management Consulting capabilities.

But more importantly than what we say about ourselves is what others say about us. As depicted in Table 2, industry organizations like Consulting.com, Forbes Magazine, and the Everest Group recognize Accenture as a true leader in the management consulting space.

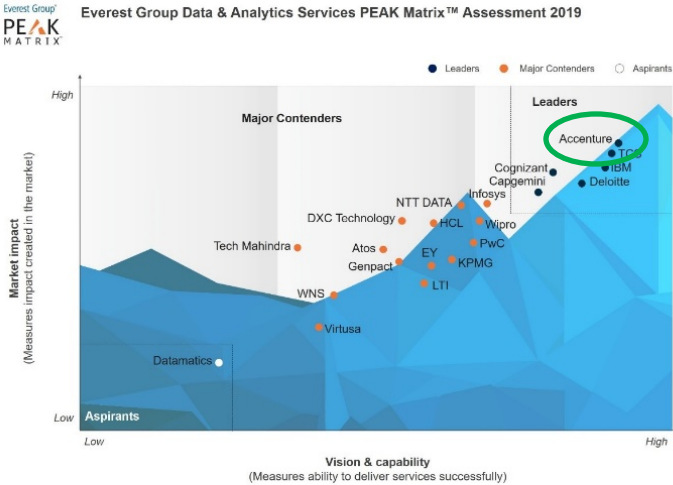
Industry Organizations	Accenture's Ranking
	Accenture ranks #1 in Consulting revenue among Top 50 global Consulting Firms In 2019. (consulting.com; undated)
	Accenture won the most five-star ratings , garnering 20 in addition to 11 four-star ratings from respondents, among 216 firms, in Forbes' America's Best Management Consulting Firms 2019 . (forbes.com; March 19, 2019)
	Accenture was acknowledged as a Leader in the Everest Group "PEAK Matrix™ for Data and Analytics Service Providers 2019" report. Accenture was positioned highest in both the Market Impact and Vision & Capability categories. (everestgrp.com; October 31, 2019)  1 PEAK Matrix specific to Data & Analytics services 2 Assessment for Deloitte, DXC Technology, EY, IBM, KPMG, and PwC excludes service provider inputs on this particular study, and is based on Everest Group's estimates that leverage its proprietary Transaction Intelligence (TI) database, ongoing coverage of service providers' public disclosures, and interaction with buyers. For these companies, Everest Group's data for assessment may be less complete. This assessment has been licensed for exclusive use and distribution by Accenture

Table 2. Accenture's industry rankings for Management Consulting services.

Accenture's North America Public Service Strategy & Management Consulting Practice

Accenture's North America Public Service industry group addresses the technology and management consulting needs of state, local, and provincial governments, as well as non-profits and education clients across the U.S. and Canada alike. We provide a wide variety of solutions focused on constituent engagement in the front office, the core-mission critical functions in the middle office, and the infrastructure and resources to support the back-office functions.

Within this industry group is our Strategy and Management Consulting Practice, focused on making a difference in how governments, education, and non-profit organizations engage with and serve constituents, citizens, clients, and customers. The members of this Practice work with our clients through both stand-alone Management Consulting engagements—engagements where the services provided are exclusively or primarily Management Consulting focused—and embedded Management Consulting services—Management Consulting services delivered as part of a larger Information Technology (IT) transformation initiative.

In fact, much of our stand-alone Management Consulting work comes to us through our **inclusion on state term/ pre-qualified vendor/ master service agreement contracts**—much like the State of Florida’s State Term Contract for Management Consulting Services—in many other states across the Country. Table 3 (next page) depicts a sampling of such contracts of which we are currently a member.

STATE	AGENCY/ DEPARTMENT - NATURE OF STATE TERM CONTRACT
CALIFORNIA	CalPERS - Business Analysis, Project Management, IT Security, User Experience Design, Strategy and Research, Business Intelligence and Reporting CA Department of General Services - Non-Information Technology Goods and Services for Business Planning, Change Management, Organizational Assessment, Program Design, Program Development, Program Implementation, Project Management, Strategic Planning, Training Development
TEXAS	Department of Information Resources – Business Intelligence and Data Warehouse, Project Management, Information Technology Assessments and Planning, Independent Verification and Validation, Information Technology Procurement Assistance, Cloud Platform as a Service and Cloud Assessment Teacher Retirement System of Texas - Analytics, KPIs and the information architecture needed to support long term growth and positive impact to solvency
NEW YORK – NEW YORK CITY	NYC Economic Development Corporation - Economic Research and Analysis, Strategic Planning, Operations, Organizational Development, Change Management, Community and Public Engagement, Project Management NY Port Authority of NY/NJ - Business Process Reengineering
GEORGIA	Georgia Technology Authority - Project Management Services GA Department of Administrative Services – Management Consulting Services State of GA/ COVENDIS - Managed Solutions Provider/ Vendor Management Solutions
ARIZONA	AZ Master Professional Services - Organizational Assessments, Consulting and Deployment Services
MASSACHUSETTS	Operational Services Division - Executive Agency Organizational Assessment and Design Consultative Services Massachusetts Bay Transportation Authority – Management Consulting Services Department of Children and Families – Child Welfare Consulting Services
MARYLAND	MD Department of Information Technology - IT Management Consulting Services; and Business Process Consulting Services.
OHIO	The Ohio State University - Strategy, Management Consulting and Digital Services to support Organizational Strategy
WASHINGTON	Washington Department of Enterprise Services - Coaching, Effective Communication, Leadership, Organizational Development and Change Management, Strategic Planning, Team Development

Table 3. A sample of similar Management Consulting state term contracts of which Accenture is a member.

Table 4 (next page) demonstrates a sample of our recent relevant project experience—applicable to Florida’s State Term Contract (STC) for Service Category 1: Management Consulting—with clients in some of those states.

Example Florida STC Service Category 1 Management Consulting Services			
1	Consulting on management strategy.	5	Assistance with process and productivity improvement.
2	Project management.	6	Systems alignment and consolidation.
3	Program research, planning, and evaluations.	7	Customized training as needed to achieve a management consulting objective.
4	Provisions of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business program of initiatives.	8	Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
		9	Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Government Entity	SIMILAR SERVICES PROVIDED
New York City Department of Education (Division of Early Childhood)	1 2 3 4 5 6 8
New York Metropolitan Transportation Authority (MTA)	1 2 3 4 5 6 7 8
Fulton County, Georgia (The Justice Reinvestment Initiative)	1 2 3 4 5 8
State of New York – New York State and Local Retirement System	1 2 3 4 5 6 8
Texas Department of Transportation	1 2 3 4 5 6 8
US Treasury Department	1 2 3 4 5 6 7 8
City of Austin, Texas – Outcome-Centric Strategic Planning	1 2 3 4 5 7
Massachusetts Executive Office of Education (Grant Program Enterprise Program Management)	1 2 3 4 5 6 8
Georgia Department of Audits and Accounts (Audit Office of the Future)	1 2 3 4 5 8
State of Washington, Department of Labor & Industries	1 2 3 4 5 6 8
Commonwealth of Massachusetts, Executive Office for Administration and Finance	1 2 9

Table 4: Accenture's recent relevant experience applicable to Service Category 1 across other states.

Accenture Across Florida

Accenture is also proud to employ more than **1000 people who live and work across the State of Florida**. With **offices in Tallahassee, Tampa, Orlando, and Miami**, and other significant client-based operations in Jacksonville and West Palm Beach, we are able to serve a wide variety of client management consulting needs Statewide; a key requirement for inclusion on Florida's STC for Management Consulting Services. As shown in Figure 2 (next page), our employees not only live and work here, but are engrained in our communities and contribute their time and energy to supporting our community partners through which we strive to make Florida a better place for all.

A Snapshot of Accenture Across Florida

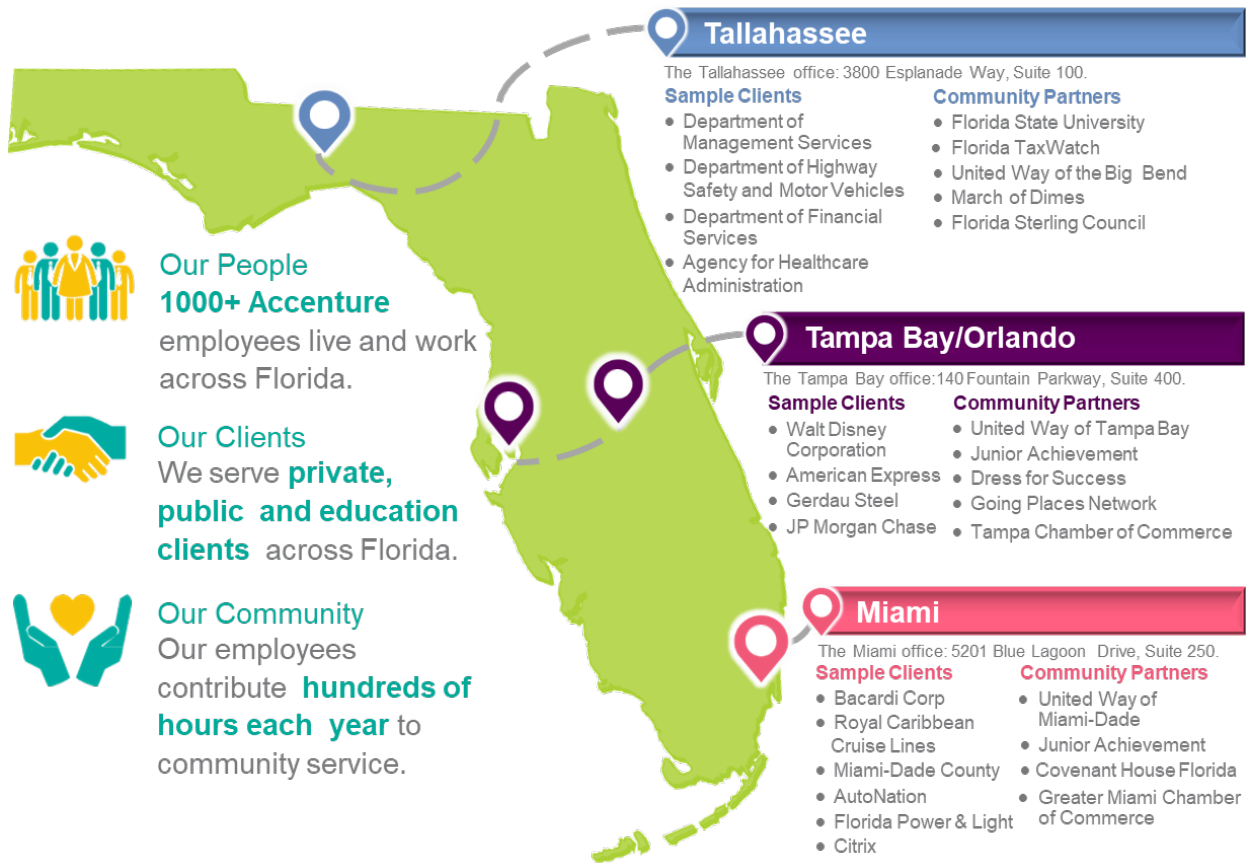


Figure 2. Accenture's Florida footprint enables us to provide Management Consulting services Statewide.

Accenture's Unrivaled History of Management Consulting for Government in Florida

Accenture first opened its **Tallahassee, FL office in 1996**, in a small space on John Knox Road. This office was established to serve the State's public service clients; Florida's State and local governments and public education institutions. And while our office has moved several times, and our consulting-employee numbers have grown over the years, we have always remained here in Tallahassee and have never lost our public service focus.

In fact, we believe we are the only global professional services firm offering technology and management consulting services to have consistently maintained an office in Tallahassee and ongoing project work with State departments and agencies since 1996; **a nearly 25-year history of service to the State.**

Over that time, we have been a consulting partner on many of the State's most strategic and impactful initiatives. Examples of those include past projects with the Departments of Business and Professional Regulation, Revenue, Health, and Children and Families. Today, our State clients and projects include the Department of Financial Services (Florida PALM), the Agency for Healthcare Administration (IS/IP), the Department of Management Services (MyFloridaMarketPlace), the Department of Highway Safety and Motor Vehicles (Motorist Modernization), and the Office of Financial Regulation (REAL).

Table 5 provides a sample of our recent relevant project experience—applicable to Florida's State Term Contract (STC) for Service Category 1: Management Consulting—with clients in here in Florida.

FLORIDA CLIENT/ PROJECT	NATURE OF THE MANAGEMENT CONSULTING SERVICES PROVIDED
Department of Management Services: <i>MyFloridaMarketPlace</i>	For more than 15 years, Accenture has been providing DMS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation and application outsourcing initiative.
Department of Financial Services: <i>Florida PALM (Enterprise Resources Planning) Project</i>	Accenture is providing DFS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation initiative.
Department of Highway Safety and Motor Vehicles: <i>Motorist Modernization Project</i>	As part of the overall Motorist Modernization initiative, Accenture is providing DFS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services.
Departments of Management Services (Retirement); Business and Professional Regulation; and Revenue: <i>Information Technology Security Risk Assessment Services</i>	Accenture provided advisory and assistance services relating to DMS (Retirement), DBPR, and DOR's mission-oriented business programs or initiatives . In particular, we provided comprehensive IT security risk and vulnerability assessment services to enhance their security position and identify potential security risks.
Agency (now Division) for State Technology: <i>Statewide Citizen Digital Trends Survey</i>	Accenture provided program research and study services . In particular, we worked with the State CIO to develop and conduct a Statewide survey to assess citizens' current and desired digital interaction with State government. Study results were used to inform policy initiatives.
City of Miami, Department of Buildings: <i>User Persona Project</i>	Accenture provided advice and assistance related to their mission-oriented business programs or initiatives . In particular we used Design Thinking techniques to develop End User Personas to help the City reimagine and improve the user experience for issuing Building Department permits.
Miami-Dade County: <i>EDGE (Enterprise Resources Planning) Project</i>	Accenture is providing Miami-Dade County project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation initiative.

Table 5. Examples of recent client experiences in Florida applicable to Service Category 1.

Our engagement in these initiatives give us a keen understanding of Florida government business, policymaking, and budgeting practices, as well as its sociopolitical dynamics; all of which we will apply to future work awarded through Florida's State Term Contract for Management Consulting Services.

Figure 3 (next page) depicts a timeline of our continuous service to Florida State and local governments. The Key shows which engagements involved:

- **Stand-alone Management Consulting** services; where management consulting services were the primary, or only, services provided
- **Embedded Management Consulting** services; where the management consulting services were/ are provided along with other services (typically System Integration services) within a larger transformation initiative.

Accenture’s Continuous Service to Florida State and Local Governments Since 1996

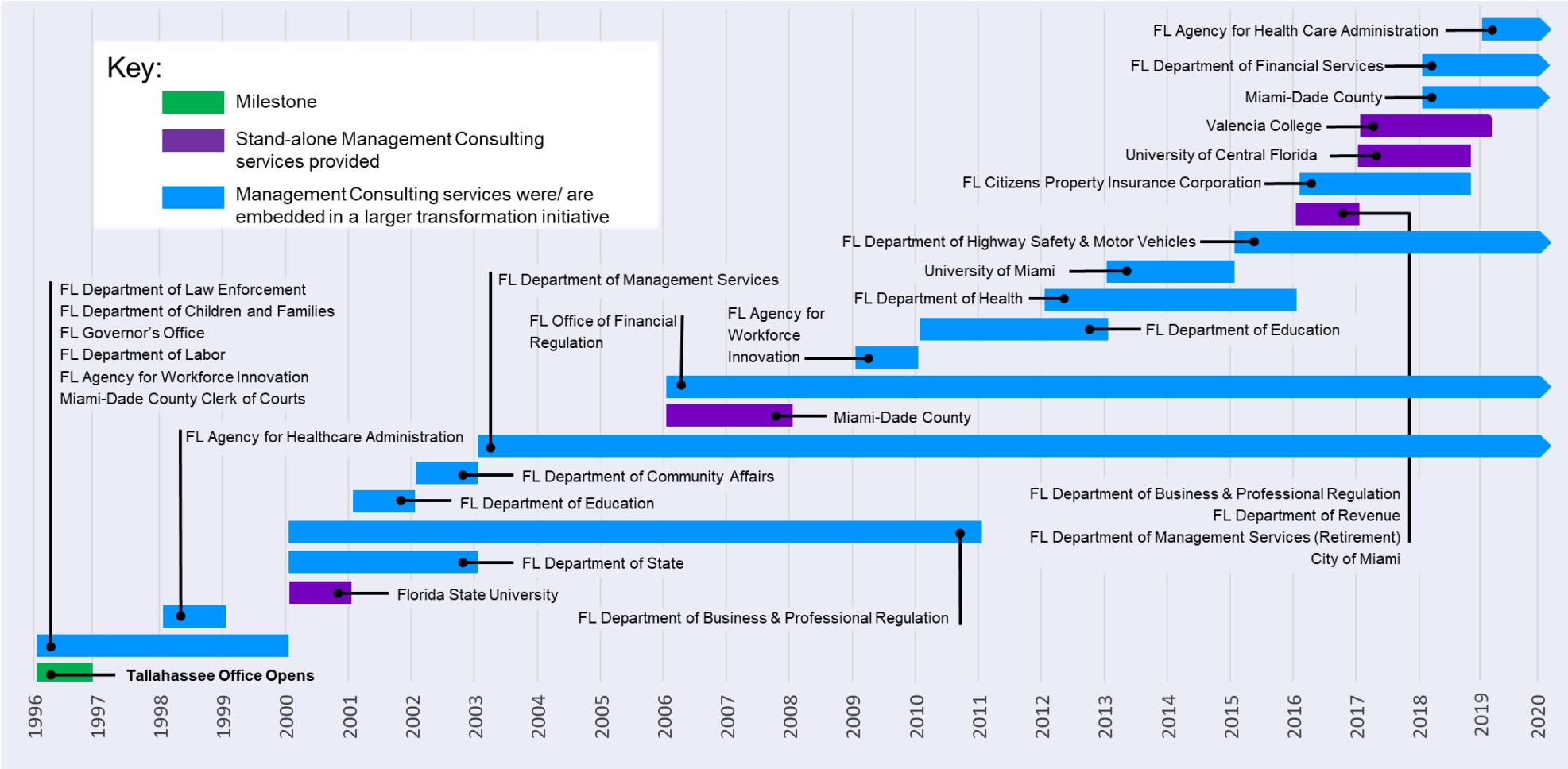


Figure 3. Accenture's unmatched history of service to Florida's State and local governments.

2.0 SERVICES

RFP Request 2: In its Technical Proposal, the Respondent should fully describe the services it will offer to perform, as identified in its completed Appendix B, from the list of services described in Section IV. e), Services, of Attachment C. Its proposal should demonstrate the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 1 will be provided, describing staffing, and/or providing resumes.

Florida STC Service Category 1 Management Consulting Services Accenture is Offering to Perform

Of the twelve Service Category 1 Management Consulting Services contemplated in Florida's State Term Contract for Management Consulting Services, Accenture is fully able and offering to perform nine, as depicted in Table 6 and identified in Appendix B.

Service Category 1 Management Consulting Services	
1	Consulting on management strategy.
2	Project management.
3	Program research, planning, and evaluations.
4	Provisions of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business program of initiatives.
	Executive/management coaching services.
5	Customized training as needed to achieve a management consulting objective.
	Assistance with policy and regulation development.
6	Assistance with process and productivity improvement.
	Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
7	Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
8	Systems alignment and consolidation.
9	Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Table 6. Nine Management Consulting Services Accenture is able and offering to provide.

Our general approach to providing each of these nine services is described in the pages to follow.

Accenture's General Approach to Providing:

- 1 Consulting on management strategy.
- 2 Project management.
- 6 Assistance with process and productivity improvement.
- 7 Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- 8 Systems alignment and consolidation.

Accenture's Management Consulting methodology used to provide advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives, known as FORM (depicted in Figure 4, next page), serves as the general approach and framework to how we will provide: consulting on management strategy; project management; assistance with

process and productivity improvement; advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives; and, system alignment and consolidation services. FORM includes a 5-phased approach to guide a client through the entire lifecycle of a management consulting engagement. Our FORM methodology can be tailored for each project we pursue through Florida's State Term Contract for Management Consulting Services.

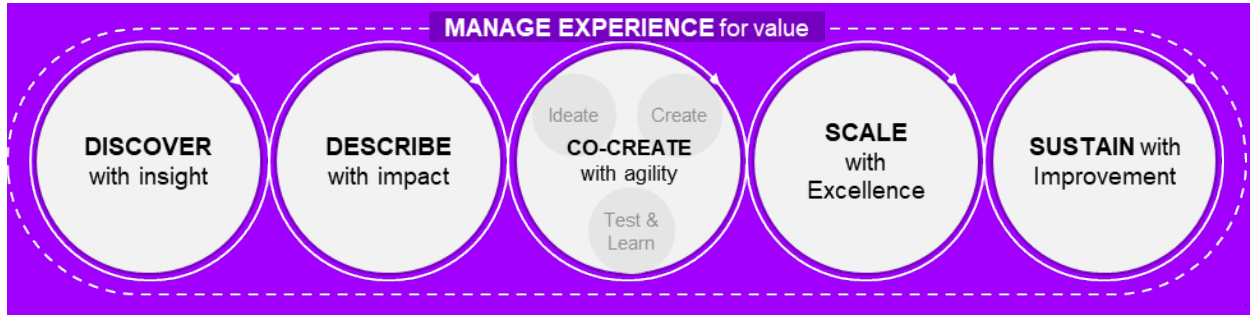


Figure 4. Accenture's adaptable and modular FORM Methodology

We also recognize, depending on the nature of any particular project, Accenture may be asked to support just a subset of a client's overall initiative. With defined activities and assets we can apply to any phase or subset of project phases, our FORM methodology is flexible enough to accommodate such modular approaches. Our ultimate aim is to deliver an exceptional client experience, tailored to their needs, while creating value through engagement and innovation.

---MANAGE EXPERIENCE FOR VALUE---

This overarching phase of our FORM methodology involves helping our clients establish a management strategy and managing the project for its duration. We hit the ground running by working with our clients to define the mission and vision for the effort, confirm project stakeholders, develop a meeting schedule and status reporting cadence, confirm the project governance structure, and finalize the project workplan. We typically hold a project kickoff to establish a team-oriented culture and way of working, in addition to mobilizing stakeholders. Throughout each phase, we execute the workplan and maintain a continuous feedback loop between the stakeholders and project team, to ensure learning and improving happens in real time.

When it comes to consulting our clients on management strategy, one of the primary tools we use within FORM is our proprietary Transformation GPS (Figure 5). Transformation GPS allows us to help leaders actively navigate big transformation by tapping into the power of the right data and advanced analytics to:

- Unlock hidden insights based on pattern recognition
- Recommend the highest-probability action sequence to achieve full business value

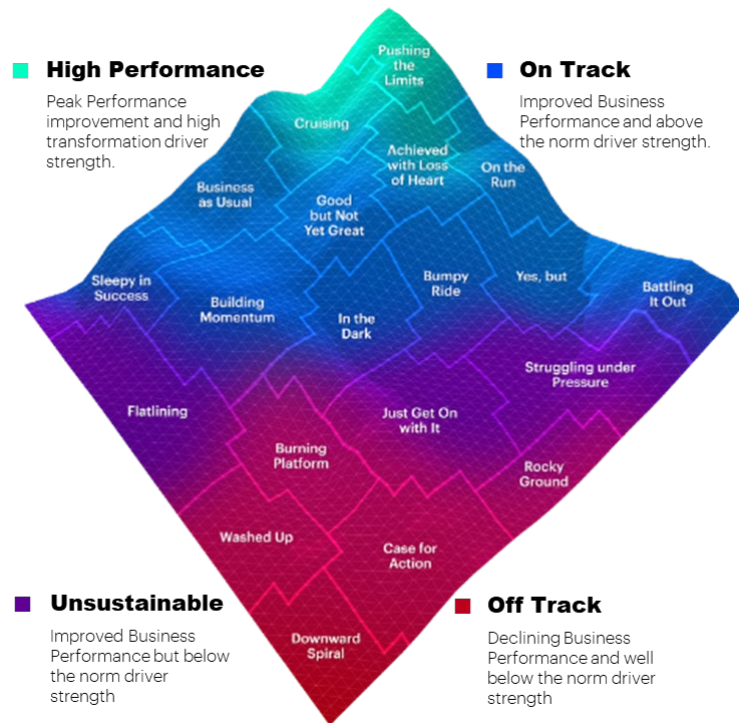


Figure 5. Transformation GPS drives Management Strategy.

- Mitigate hidden risks through sense-and-respond course corrections

Transformation GPS is based on transformation data we have collected from: **20 years of research; 650 change initiatives; 280 organizations; 50 industries; 25 countries; and 1.2 million employee survey responses.** The power of Transformation GPS is that it provides our clients predictive and prescriptive management strategy analytics across the dimensions of Vision, Leadership, Resources, Discipline, and Energy.

To help build strong project management capabilities within the FORM framework, we typically apply our proprietary program and project management methodologies, known as Accenture Delivery Methods (ADM). As depicted in Figure 6, ADM includes methods, tools, and templates for Scope, Cost, Performance, Resource, Quality, Schedule, and Issue, and Risk Management.

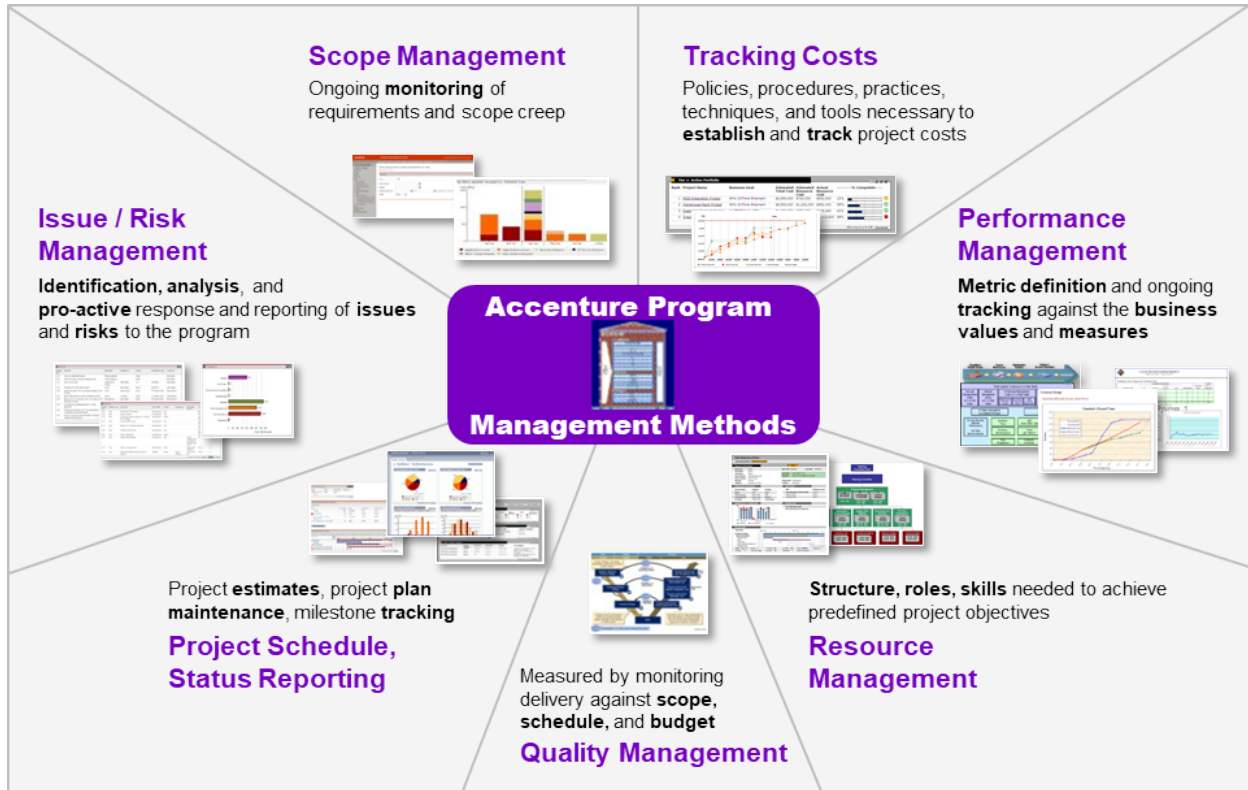


Figure 6. Accenture Delivery Methods (ADM) for project management.

ADM is consistent with the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK). Additionally, a number of our Florida-based consultants, as shown in our response to Question 2, are Project Management Professional Certified by PMI, and can apply any of those standards to a project, if not specifically addressed in ADM, as needed.

Accenture has successfully employed these ADM project management methods on thousands of consulting projects worldwide, including each of our engagements with State of Florida agencies, local governments, and educational institutions. We continuously evaluate these methods and maintain up-to-date repositories where we supply our project managers with the latest improvements to our methods and tools.

In recent years we have also worked with the Florida Department of Management Services' Division for State Technology (DST) on several active large-scale projects. We have been successful in gaining **DST's approval of our ADM methods** for project management, and we will leverage our experiences from working with them on future engagements as well.



In parallel to activating and managing the project, we gain a deeper understanding of our client and the context surrounding their mission-oriented business programs or initiatives. We work with stakeholders to identify and obtain existing data sources. This includes budgets, performance reports, strategic plans, organization charts, process documents, statutes, regulations and policies. We complement this document review with extensive interviews, focus groups and/or surveys to assess the current state. We interact with staff at multiple levels of the agency, constituents/ beneficiaries, partners and representatives from peer organizations; our list is crafted to gain a diversity of relevant perspectives. We distill insights from our research and interactions and frame and reframe the challenge until we reach consensus across the project team and sponsors. We categorize observations, often into strengths, areas for improvement and opportunities.



We explore opportunities identified in the Discover phase. We hold workshops with carefully selected groups of participants to envision what’s possible. Then, we articulate the impact of each opportunity. This may be from a financial, organizational, process and productivity improvement, system alignment and consolidation, or people perspective. Upon completion of the impact analysis, we seek feedback on the opportunities that have the greatest potential for success. In collaboration with our client, we prioritize the opportunities for further development



Once we have a prioritized list of opportunities, we collaborate with our client and their stakeholders to bring fresh ideas to the design of specific solutions. We often do this by deploying expert facilitators to conduct design thinking sessions. By strategically assembling a group of creative thinkers, and by employing a careful selection of design thinking techniques (see Table 7 below for examples), we generate innovative solutions (e.g., process and productivity improvements or system alignment and consolidation recommendations) to the challenge defined in the Discover phase.



JOURNEY MAPPING

Documentation of the sequential steps to deliver or consume a service. Positive, negative and neutral emotions are identified at each step, along with “moments that matter” in the journey.



DIRECTED STORYTELLING

Research method that involves asking a stakeholder to describe a memorable experience in detail and documenting their experience. Quickly reveals patterns in peoples’ experiences



CONCEPT POSTERS

Concept posters are utilized to put preliminary solutions, or components of a solution, “all on one page” in order to get feedback quickly



ROUND ROBIN

Method developed by the Luma Institute to solicit reactions to, and feedback on ideas by small teams. Encourages productive debate and promotes collaboration and sense of ownership.

Table 7. Example Design Thinking techniques we employ on Management Consulting projects.



We then test the solutions on a small scale by rapidly creating a proof of concept or prototype. Based on what we learn through real time feedback, successful ideas are refined and re-released, while others are eliminated. We question and debate the true desirability, viability and scalability of each design, working tirelessly with you to refine and improve ideas until together, we get to the best solution.

After testing, iterating on, and selecting the best solutions, our team will work alongside our counterparts to implement the solutions designed in this phase. While specific activities in the Scale phase will differ by project, at a high level we will help align the people, processes and technology to deploy the new solutions.



Once the solution is off the ground and operating in a steady state, Accenture collects regular feedback from the people both delivering and benefitting from the changes. This continuous feedback loop indicates where initiatives are successful and where opportunities to improve still exist. Specifically, we confirm the solutions are operating as designed, assess employee and constituent experience, and measure value realization. We monitor performance by collecting performance metrics and comparing to targets, and potentially conduct regular audits. We would adjust and design improvements based on the feedback.

Accenture can also employ a number of deeper-probing techniques for process and productivity improvement within our FORM methodology, such as Lean Six Sigma. As depicted in Figure 7, our Lean Six Sigma capabilities and services span: Execution, Capability Building, Process Innovation/ Optimization, Mastering Complexity, and Lean Transformation.

Lean Six Sigma Execution	Lean Six Sigma Capability Building	Process Innovation / Optimization	Mastering Complexity	Lean Transformation
- LSS Execution is the implementation of a process-focused set of methodologies, driven by customer-defined value, by process improvement experts alongside client teams - The LSS Execution offering builds directly from lessons learned while leading and coaching thousands of process improvement projects across various industries throughout the world	LSS Capability Building provides a structured process to facilitate cultural and fundamental process changes by: - Demonstrating the value of Lean Six Sigma - Increasing the skill sets of future leaders - Creating an infrastructure for successful continuous improvement - Transferring knowledge for a self-sustaining program	Process Innovation and Optimization (PI&O) is an imperative focused on providing clients with processes that deliver differentiated value in the markets they serve and linking them to their business strategy. Clients currently in the process of implementing ERP systems or BPO throughout their business are keen to accelerate both value creation and realization of benefits from the project	- Complexity Management is the process by which Accenture helps clients address the growing and costly problems of complex product portfolios and multi-faceted operations and the hidden costs associated with them to focus on complexity customers value - Our approach optimizes complexity between processes & offerings to unlock hidden value in the form of product, process and organizational improvements	- Lean Transformation is the process by which companies transition to a significantly higher level of performance that is often required to execute the business strategy - The process by which companies achieve Lean Transformation is a fundamental shift followed by continuous improvement in underlying capabilities, mindsets, systems, and processes
Execution Excellence				
Execution Excellence is a process-focused set of methodologies driven by customer-defined value, that enable a client to build flexibility, speed, and process excellence into their operations to create a sustainable competitive advantage				

Figure 7. Accenture's suite of Lean Six Sigma capabilities and services for process and productivity improvement.

Accenture has been providing these **Lean Six Sigma services for over 20 years** and in certain regards, quite literally, "*wrote the book on it*". See Figure 8 (next page) for three examples of knowledge capital produced by Accenture on the matter.

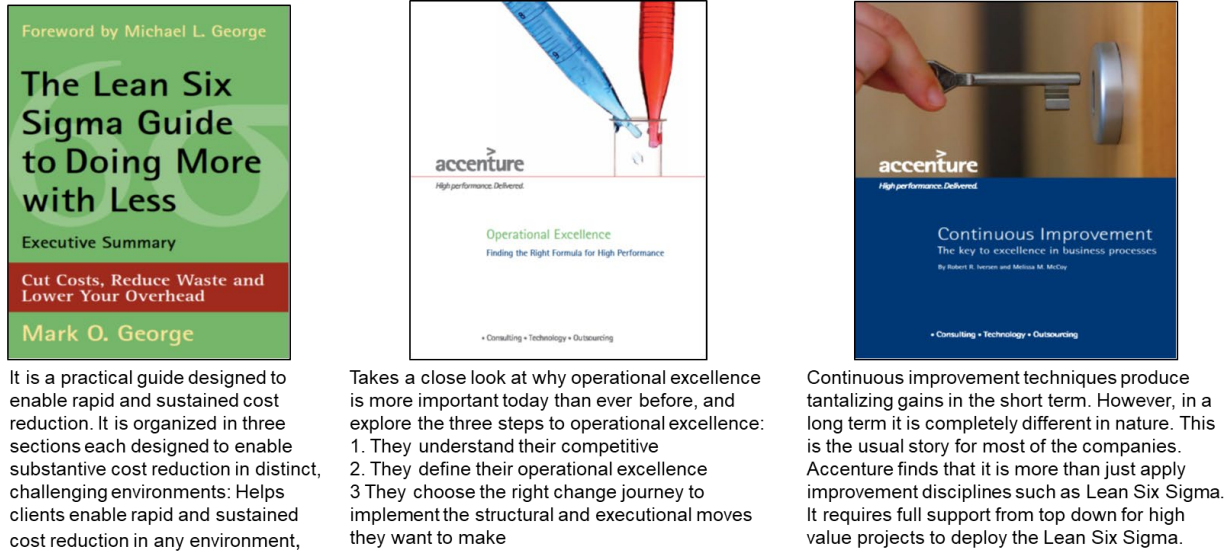


Figure 8. Accenture's knowledge capital on Lean Six Sigma and process and productivity improvement.

Similarly, we can also provide additional methods and techniques to assess the needs for and potential outcomes of system alignment and consolidation within the FORM framework. In fact, we are often approached by clients challenged by: large, complex legacy application portfolios; complex and interdependent business processes tied to those applications; the lack of key performance indicators (KPIs) to understand business performance across applications; high costs of ownership of their business applications; and the need for greater cross-portfolio visibility. To address these needs, Accenture developed a proprietary Application Portfolio Transformation offering that includes methodologies and tools to help our clients gain the visibility they need across their application landscape, assess options for systems alignment and consolidation, and guide them through the transformation path they choose.

Our Application Portfolio Transformation offering can help a client optimize and simplify their application portfolio to better align with their business and IT goals by better mapping their applications with Business Processes and KPIs. We provide these services in a two-phase, modular approach, as depicted in Figure 9, where we can conduct application assessments and develop roadmaps for the future, and/ or execute on their roadmap and manage the effort to realize value.

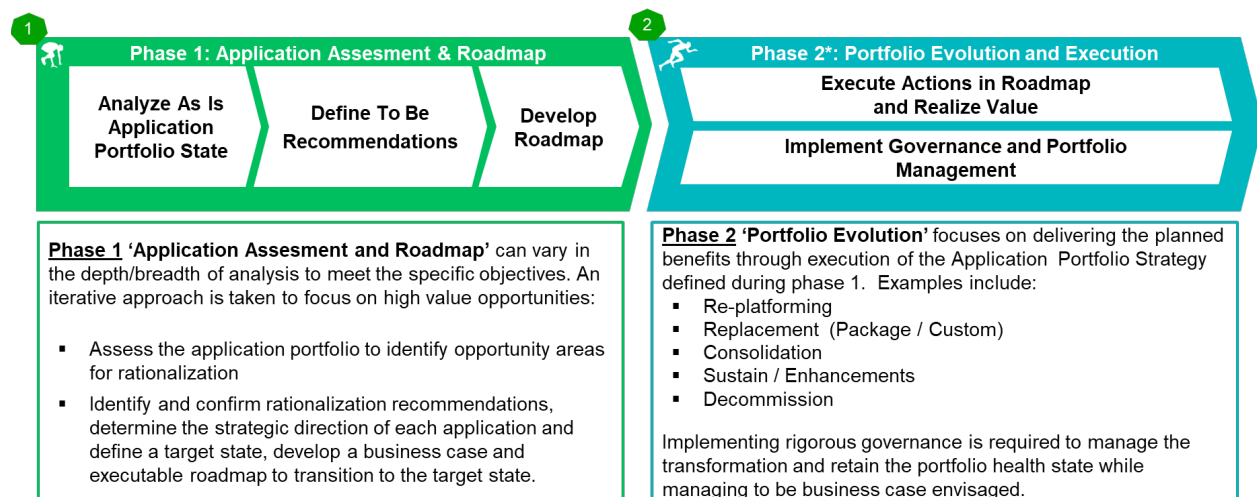


Figure 9. Accenture's 2-phase, Business-led IT Transformation approach.

We have **successfully demonstrated our ability to provide such services** across the U.S. and around the world **since the 1950s**, and to State and local government agencies **here in Florida since 1996**. In fact, **each of 30 the projects** depicted on Figure 3 (page 10) **involved** various elements of: **consulting on management strategy; project management; assistance with process and productivity improvement; advisory and assistance services relating to a Customer’s mission-oriented business programs or initiatives; and, system alignment and consolidation services**. And when it comes to newer industry-popular management consulting techniques, such as Co-Creation (as described above), we have recent experience here as well. As examples, we recently led the Florida Department of Highway Safety and Motor Vehicles through co-creation sessions focused on reimagining the Disabled Driver vehicle plaque of the future. And with the City of Miami’s Department of Buildings, we orchestrated a series of “Persona Mapping” user group sessions to better understand and improve the customer experience for permitting and licensure application processes.

Accenture’s General Approach to Providing:

- 3** Program research, planning, and evaluations.
- 4** Provisions of studies, analyses, scenarios, and reports relating to a Customer’s mission oriented business program of initiatives.

Accenture would leverage **Accenture Research** and our **Applied Intelligence Practice** to provide program research, planning, and evaluations, as well as studies, analyses, scenarios, and reports relating to a Customer’s mission-oriented business program of initiatives.

Comprised of **more than 300 researchers**, **Accenture Research** is our global research division, which conducts rigorous data-driven studies for our own corporate thought-leadership and for our clients. From a surveying standpoint, Accenture Research runs over 100 surveys each year—both qualitative and quantitative—leveraging the most relevant techniques appropriate for testing hypotheses and answering research questions. Accenture Research is also well versed and experienced in developing instruments from scratch, evaluating their psychometric properties, and determining the best set of items/ statements to represent a psychological construct. We understand how to create effective survey instruments by using validation techniques on well-established metrics and reliability metrics to determine internal consistency of key constructs. We also use a variety of statistical techniques to interrogate the data for optimal scale development including reliability analysis, factor analysis, regression analysis and a host of other statistics that allow us to fulfill research needs. Additionally, we recently developed a theory-based proprietary measure of customer experience, leveraging qualitative research to identify key constructs in customer affinity. It was validated using quantitative methods, which relied on psychometric analysis by our in-house psychometrician trained in applied-experimental methods.

These methods can be applied in government to help uncover citizen expectations. For example, our team, working with the State of Florida Agency for State Technology (now Division of State Technology), developed, disseminated, collected, and reported on a Statewide Citizens Digital Trends survey (n= 2000 Florida residents) on citizens’ current and desired usage of technologies to interact with State government. This effort included a phone bank-based survey yielding 2000 responses, with special sampling attention paid to ensure adequate representation of Miami-Dade, and Hillsborough, and Orange counties versus the rest of the State. The gaps revealed in this study were used to inform State Information Technology policy from 2015 to 2018.

Accenture’s **Applied Intelligence Practice**, and more specifically our North America Health & Public Service Applied Intelligence Practice, is a team of **1300+ data scientists, data engineers, and data visualization specialists** that help our clients in the health, public service, and educational industries solve tough problems through analysis of large, complex, and often ill-defined datasets.

Our capability spans every type of big data challenge, from data management and platform/tooling setup, to predictive analytics, to churning through massive unstructured data such as text data, video, images, sensor data, social media data, clickstream data, and web-scraping. To further bolster our ability in this area, we have sourced and/or developed relationships with 250+ data sources, across a wide range of topics and fields, that we can bring to bear for both baseline assessments and for eventual comparisons once data is collected for the primary purpose. And when it comes to reporting on the data, we also bring extensive experience in crafting the full spectrum of visual data analytics, infographics, and interactive visualizations and portals for our clients.

This Applied Intelligence Practice can provide our clients a modern data platform, advanced analytics services, Public Health insight from 500+ domain specialist. This team is skilled in the latest data and analytics tools, such as: Azure, Informatica, Power BI, and others. See Figure 10 for more details.

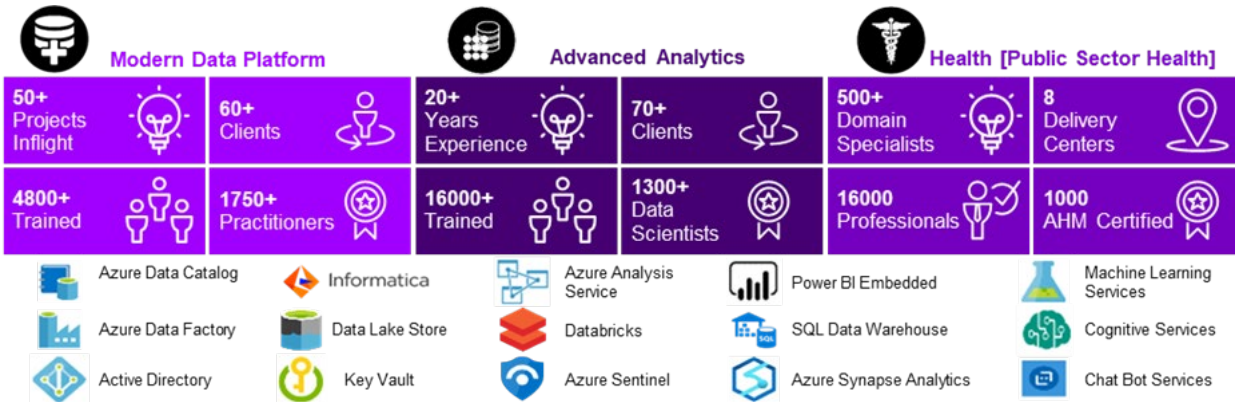


Figure 10. Key facts regarding Accenture's Applied Intelligence Practice.

In 2020, **Gartner** recognized the work of our Applied Intelligence Practice by placing us as a **Leader** in their **Magic Quadrant for Data and Analytics Service Providers** (Figure 11).

One example of our ability to successfully leverage our Applied Intelligence Practice for the benefit of the State of Florida is our work on the Central Florida Education Ecosystem Database (CFEED). With support from Helios Education Foundation, the School District of Osceola County (SDOC), Orange County Public Schools (OCPS), Valencia College (Valencia), the University of Central Florida (UCF), Accenture's Applied Intelligence Practice, and WestEd are engaged in a collaborative effort to develop and test hypotheses on student readiness. The vision of CFEED is to create a model of collaborative data sharing among Central Florida pre-kindergarten through university public educational institutions to identify factors that inform decisions and interventions to increase success, outcomes, and opportunities for all students.



Figure 11. Accenture is a Gartner Magic Quadrant Leader In Data and Analytics Services.

Accenture’s General Approach to Providing:

- 5 Customized training as needed to achieve a management consulting objective.

Accenture has provided **customized training** to achieve management consulting objects **since the time we started providing consulting services in the 1950s**. Over the years we have refined and honed the training methods and tools we use to guide and support clients from the inception of a training strategy and plan all the way through training development, delivery, and administration. In recent years, we have also recognized a number of trends brought on by digital innovations that are reshaping the way training can be delivered to further enhance learning for our clients (Figure 12).



Figure 12. Recent trends in training and learning Accenture is taking advantage of to benefit our clients.

Accenture is taking advantage of these trends to bring our clients an even more user-centric approach to training than we have seen in the past. What this means is that we can now work with our clients to understand the audience and desired management consulting objective and create customized, multi-delivery method learning experiences for users/ user groups with supporting content.

We also understand that learning for adults is not the same as learning for developing minds, and any learning approach for the workforce needs to account for the busy lives of its learners. Two concepts have a key role to play in this:

- **MICROLEARNING** – Breaking up large, complicated concepts into small chunks that easily fit into the schedule of a busy professional.
- **EXPERIENTIAL LEARNING** – Active, immersive learning based on real-world experiences. It encourages learners to experiment and incorporates teamwork and other social interactions.

For this reason, Accenture subscribes to the 70-20-10 principle, working to move 90% of learning for our clients to informal or digital methods and reducing traditional, formal training to 10% of the learner experience, as shown in Figure 13.

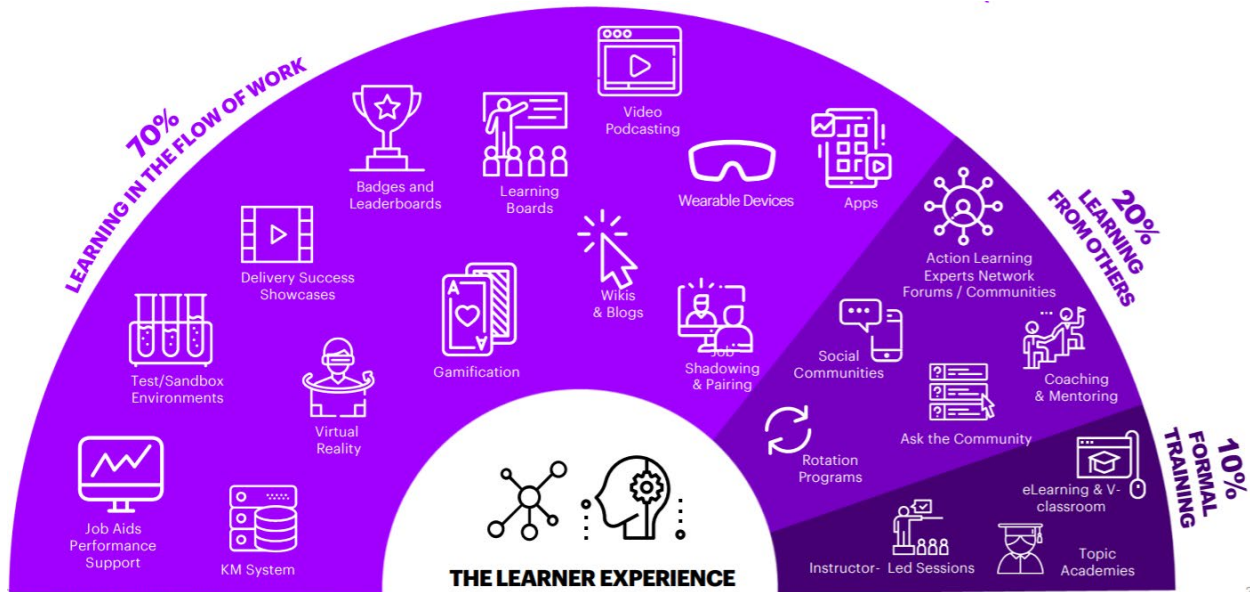


Figure 13. Accenture applies the 70-20-10 principle to enhance the learning experience.

Our approach to training can be offered in a stand-alone fashion, if a client is only seeking those services, or in conjunction with our FORM methodology, as described above. Our training methodologies have been applied to meet the needs of State of Florida agencies and other public sector entities for more than 24 years, including:

- **Department of Financial Services, Florida PALM** – we are currently engaged with the Department to design, develop, and support delivery of custom instructor-led and web-based training, as well as job aides and an online help application, for an integrated, enterprise financial management solution that is replacing the State's current accounting and cash management systems
- **Department of Highway Safety and Motor Vehicles; Motorist Modernization** – we are currently engaged with the Department to modernize the State's drivers' license and vehicle registration applications, and developed the corresponding OCM strategy, encompassing communication, training strategy and process readiness for the Department.
- **Department of Management Services; MyFloridaMarketPlace** – we have over 15 years of experience supporting the Department in the design, development, and delivery of custom instructor-led and web-based courses, job aides, manuals, newsletters, and YouTube® videos, supporting the adoption and utilization of MyFloridaMarketPlace across the State's 100,000+ agency and vendor end users.
- **Agency for Healthcare Administration; Integration Service and Integration Platform (IS/IP)** – we are currently designing and developing technical training for users, module vendors, and Agency staff on the foundation platform of the Florida Health Care Connections, the first component of the Agency's replacement of the legacy statewide system.
- **Miami-Dade County; EDGE ERP Project** – we are currently engaged with Miami-Dade County to design, develop, and support delivery of custom instructor-led and web-based training, as well as job aides and an online help application, to support use of a new financial management system by end users.

Additionally, we can offer clients subscription to our proprietary **Accenture Academy**; a cloud-based, comprehensive and cost-effective learning service that supports capability development utilizing a competency-based approach. Accenture Academy addresses unique workforce learning needs and has supported the upskilling of over **825,000 users in 160 countries** over the past **16 years** through functional courses and access to just-in-time research findings.

Accenture's General Approach to Providing:

- 9** Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Accenture has deep experience in providing State and Federal grants management services like the Stafford Disaster Relief and Emergency Assistance Act. In fact, we bring an extensive depth of experience in federal grants management and reporting from our project work with some of the largest grant funding agencies in the federal government – such as the Department of Education, FEMA, U.S. Department of Agriculture, the State Department, and the National Science Foundation. While we work with these agencies on a range of projects and issues, we have also helped build grants accounting and management systems for many of them.

We have also worked with other states on managing their federal grant monies. One example is our work with the Commonwealth of Massachusetts, Executive Office for Administration and Finance (ANF). When the American Recovery and Reinvestment Act (ARRA) was enacted, the Massachusetts Governor tasked the ANF with mobilizing for and coordinating the management of ARRA funds across their lifecycle. The Commonwealth received approximately \$8.7 billion in ARRA funding (excluding tax benefits). Effective management of ARRA was one of the Commonwealth's highest priorities at that time. ANF established a dedicated program management office (PMO) for Massachusetts that was critical to the Commonwealth's efforts in achieving the intended outcomes of accountability and transparency in the management of ARRA funds. ANF engaged Accenture to assist in developing a written plan for the PMO outlining the structure, roles and responsibilities, inventory of business processes and inventory of systems needed to manage ARRA funds over the life of the Act.

Since the outbreak of COVID-19, the federal government has passed 4 major pieces of legislation to respond to the pandemic. Collectively, these bills and appropriations make Disaster Relief Resources available, including funding for state and local governments for everything from emergency response, to health care, nutrition, unemployment, education, small business assistance, fiscal stabilization, and much more. In addition, we expect that at some point this summer, the Congress will pass a fifth bill, which is likely to help state and local governments directly address unexpected budget gaps in Fiscal Years 2020 and 2021, largely as a result of dramatically reduced tax revenues.

In response, Accenture developed a set of approaches and methodologies to provide a comprehensive scope of services to help state and local governments identify, track, manage, and account for COVID-19 related funding. Through these, we can provide a systematic approach to address several such needs, including but not limited to:

- Project Assessment, Development & Formulation
- Cost Tracking and Accounting
- Communication and Liaison Services
- Reporting and Compliance Monitoring
- Guidance and Training
- Project Design and Assessment

In addition, we are beginning to help those jurisdictions think about what government looks like in a post-COVID era: how agency organization and service delivery evolve to be more effective, more efficient, and more citizen friendly.

To date, we are engaged to **provide more than ten state governments**—including Georgia, Kansas, Massachusetts, Michigan, New Mexico, New York, Oklahoma, Pennsylvania, and Virginia—services related to the COVID-19 pandemic and the **management of response, relief, and recovery funds** (Figure 14, next page).

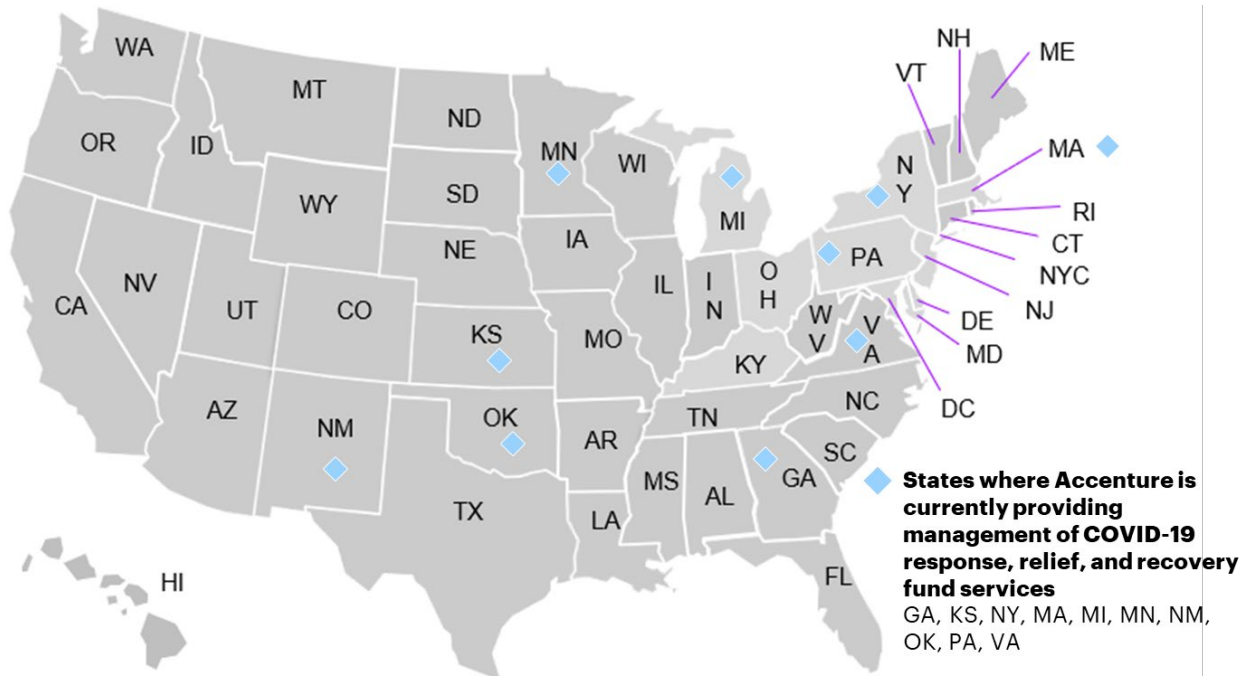


Figure 14. Accenture is helping manage federal COVID-19 response, relief, and recovery funds for 10 states.

Finally, Accenture is a **leader in financial systems implementations for state and local governments**, including the State of Florida. Here, we are currently implementing the State's Planning, Accounting, and Ledger Management (Florida PALM) to replace to current Statewide accounting system (FLAIR). In this project, compliance to grant requirements and project accounting are key areas of focus and provide learnings we can apply to other projects where we may be engaged to help the State or local governments manage federal grants.

Accenture's Ability to Provide Services Statewide

As described earlier in our response to this RFP's Request 1 regarding Experience, and as re-depicted in Figure 15, Accenture has **more than 1000 Florida-based employees**, across offices in **Miami, Tampa, Orlando, and Tallahassee**. Having such a large bench of resources, with a diverse set of knowledge and skills, gives us the necessary reach and ability to provide management consulting services Statewide. In instances where it is necessary—due to the size, complexity, or unique challenges our clients may face—we are also fortunate to be able to draw upon the significant resource and talent pool offered by both our North America and Global Strategy and Management Consulting Practices.

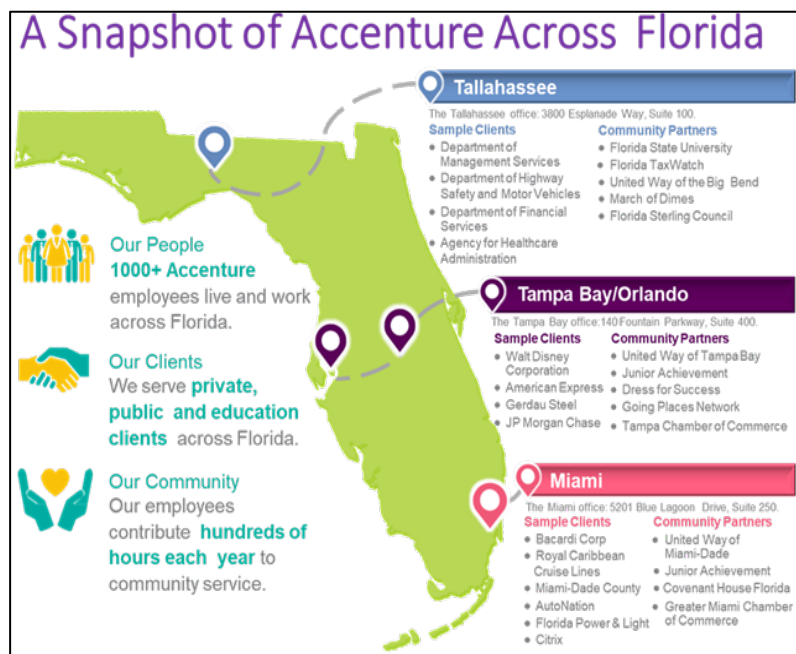


Figure 15. Accenture's Statewide footprint.

Accenture’s Ability to Offer Diverse Knowledge and Skills

The State of Florida wisely recognizes the need for service providers with diverse knowledge and skills. Accenture believes that for a company to truly have diverse knowledge and skill you have to start with a diverse workforce, and then foster that workforce’s ongoing skill development.

When it comes to diversity, Accenture is certainly an inclusive place. In fact, for the last two years, we have been recognized by Refinitiv’s Global Diversity & Inclusion Index as **the most diverse and inclusive workplace among the top 100 publicly traded companies** (Figure 16, www.refinitiv.com).

That recognition is due in part to specific programs we have put in place, such as our global **Getting to Equal** initiative. Through this concentrated effort, by 2025 the entire Accenture workforce will be **50% women and 50% men**. As of 2020, our North America Public Service Practice—which would primarily serve the State of Florida, through this State Term Contract—has already achieved that goal. This unwavering commitment to inclusion and diversity unleashes innovation and creates a culture where everyone feels they have an equal opportunity. Accenture also makes significant investments in the ongoing skill development of our people through various training offerings. Our clients’ needs for innovation never stop—so neither do we. To meet this demand, Accenture has five regional learning hubs, connected classrooms, online courses, and learning boards to allow for our people to learn collaboratively, continuously, and effectively so they can bring their clients the latest learnings in innovation and problem solving (see Table 8 for further examples).

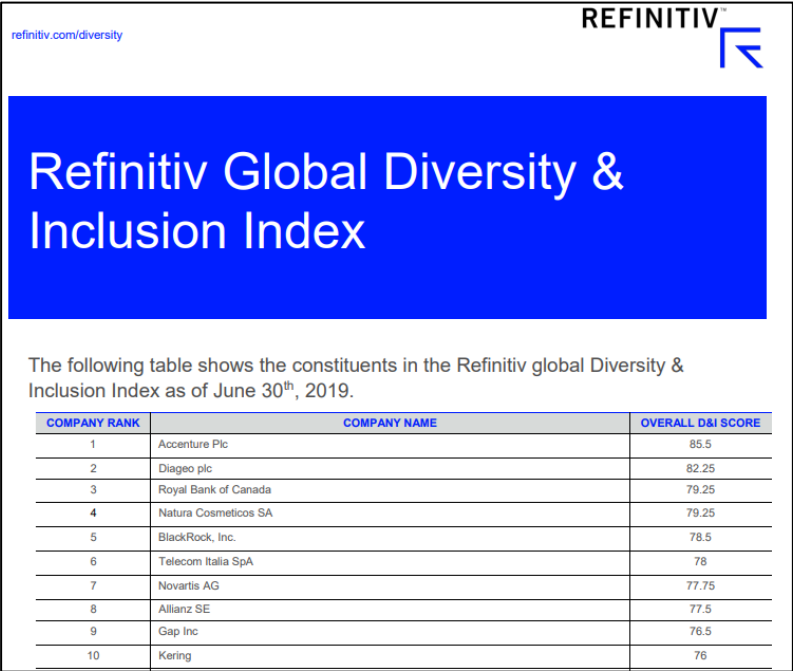


Figure 16. Accenture is a corporate leader for diversity.



2,400+ ONLINE COURSES

Allows Accenture’s people to learn new skills and hone existing ones. Always-on training is matched to roles, business area and geography, keeping innovation at the center.



2,700+ LEARNING BOARDS

Expert-curated content is constantly updated from leading experts around the globe, offering real-time, right-sized learning.



91 CONNECTED CLASSROOMS

Contains state of the art technology that eliminates borders and connects Accenture colleagues and experts around the globe into one rich learning environment.

Table 8. Examples of Accenture’s commitment to ongoing skill development.

Accenture’s Ability to Provide Staffing

Accenture’s ability to provide staffing for Florida Management Consulting projects—like all of our projects around the word—requires a continuous focus on recruiting top talent. Accenture’s recruitment efforts span both college graduate recruitment from the top colleges and universities,

as well as experienced hire recruitment bringing in seasoned professionals with deep industry expertise. This balanced recruitment strategy gives us the ability to adapt to client needs and bring the most qualified, dedicated team members to each of our projects.

To successfully staff a project, Accenture analyzes staffing needs on an ongoing basis with an eye on project objectives and the specific tasks needed to achieve those objectives. We then determine the skillsets needed to complete those tasks and fill the roles identified. Finally, Accenture considers the past experiences of a pool of resources to determine if their experience meets requirements set by the project.

All our consulting employees, leadership, and internal HR professionals use myScheduling; a proprietary application we use for tracking and filling open Accenture positions across our projects. Within myScheduling, roles are posted with a focus on the key skills and experience preferred for the role. Resumes are then collected by the Project Manager to review and sort. Our scheduling system allows individuals to narrow searches based on geographic regions, and furthermore the ability to internally prioritize resources for a role.

When candidates are identified they are interviewed to confirm they meet criteria for the posted role, including aspects such as previous work in the public sector, years of experience, and specific skill sets that match the role description. After internal interviews, successful candidates are proposed to the client for review and interview. Selected candidates are then confirmed to the role and onboarded accordingly.

Accenture's Florida-based Public Service Management Consulting Team

The summary résumés provided as part of our bid represent a sample of Accenture's team of Florida-based Public Service Strategy and Management Consulting practitioners who will lead and conduct our work on projects resulting from our inclusion on Florida's State Term Contract for Management Consulting Services. As you will see, these individuals come with a diverse set of knowledge and skills across the broad services areas we are proposing on, as well as other complementary consulting skills, such as those tied to the services shown in Figure 17, which we can provide within the framework of management consulting engagements. If needs for an even greater array of knowledge and skillsets arise, we can also reach into our North America and Global Strategy and Management Consulting Practices, where **we have hundreds—if not thousands**—of additional practitioners to draw upon.



Figure 17. Consulting and Security Advisory services we can provide within the management consulting framework.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Accenture LLP has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Customized training as needed to achieve a management consulting objective.
- Assistance with process and productivity improvement.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY ***

Contract Name:	Management Consulting Services		
Contract Number:	80101500-20-1		
Contractor Name:	Accenture LLP		
FEIN:	72-0542904	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.accenture.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Suzanne Easter			
Email:	suzanne.m.easter@accenture.com			
Phone:	919-326-8387	ext.		
Address:	3800 Esplanade Way, Suite 100			
City:	Tallahassee			
State:	FL			
ZIP:	32311	+4:		

Contract Administrator

Contact for escalated customer needs.

Name:	Shireen Sackreiter			
Email:	shireen.s.sackreiter@accenture.com			
Phone:	850-445-3084	ext.		
Address:	3800 Esplanade Way, Suite 100			
City:	Tallahassee			
State:	FL			
ZIP:	32311	+4:		

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: Accenture LLP

Respondent Federal Employer Identification Number (FEIN #): F720542904

Authorized Signature:



Shireen S. Sackreiter

Print Name:

Managing Director

Title:

June 9, 2020

Date:

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity
certification of woman-, veteran, or
minority-owned small business
enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

Deerfield Beach Direct American Rescue Plan Projects List

Project Name	Funding Amount
Business Incubator	\$122,000
Hire DFB	\$100,000
SE 8th Avenue Stormwater Improvements	\$2,400,000
West Deerfield Beach Stormwater Improvements	\$1,500,000
Ammonia Conversion Project	\$1,000,000
Well Rehabilitation Project	\$1,000,000
PLC Upgrades	\$250,000
Automatic Transfer Switch	\$200,000
Community Participation Grant for Non-Profits	\$300,000
Resources, Service & Interventions for Youth & Families	\$17,000
Gov-Easy	\$160,000
Monitor Upgrades for Electronic Plan Review	\$9,000
Conference Room Reconfiguration for Hybrid Meetings	\$2,000
Message Boards Main Entrance to City	\$150,000
Administration	\$250,000
Broward County Sheriff's Office Contract	\$10,000,000
Total:	\$17,460,000

Indirect American Rescue Plan Projects

Project	Amount
Advanced Meter Infrastructure Project	\$3,000,000
Chlorine Conversion	\$2,800,000
Middle School Aquatics Upgrade	\$879,073
Beach Facility Improvements	\$245,000
DFB Live Naturescapes	\$64,690
Beach Nourishment Project	\$2,500,000
Total	\$9,488,763



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-656

Agenda Date: 12/17/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a professional services agreement with Strategic Philanthropy, Inc. to provide grant consulting services related to the Community Participation Grant Program and other grant projects for a one-year term, with one year renewal option, in an annual amount not to exceed \$75,000.00; and providing for an effective date. (Funds from Account #001-1701-564-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$75,000

Account Name: Other Contractual Services

Account Number: 001-1701-564-32-99

Background/History

Strategic Philanthropy, Inc., is a South Florida-based company, that was founded on the belief that effective corporate giving can be so much more than simply writing a check to charities and nonprofits who ask for your help or involvement. Strategic Philanthropy, Inc. believes that when your company aligns charitable giving with a strategic approach and measurable outcomes, the power of your giving enhances your brand, your image and strengthens your relationships and partnerships within your community.

As the president and founder of Strategic Philanthropy, Kelly Alvarez Vitale's vision is for each of her South Florida-based clients to feel as though they are their corporate philanthropic office. Kelly Alvarez Vitale understands how targeted philanthropy can help companies indirectly market products and services, often to clearly defined market segments.

On October 31, 2024, Strategic Philanthropy, Inc. submitted a proposal with a scope of services to the City of Deerfield Beach for professional consulting services in support of the City's Community Participation Grant Administration and for Grant Project Management & Compliance Services.

Current Activity

The Community Services Department has faced challenges in the past 3 years with finding qualified candidates to serve in the capacity of the City's Grant Manager and Grants Coordinator, highly skilled positions. Currently, both positions are vacant, causing a strain on the Administration to fulfill the responsibilities of the day-to-day operation of the Grants Division. The City has been very aggressive

and successful at pursuing grant funding opportunities and securing them. The Grants Division has over \$11.5 million in current funding that is being administered by the Director and Assistant Director and an additional \$30 million in grants pending awards. Grants administration requires attention to detail and proper reporting to remain in compliance. To continue to successfully secure funding opportunities and to maintain compliance with the City's current grant, Community Services would like to secure a Consultant to assist with the day-to-day operation of the Grants Division.

Strategic Philanthropy, Inc., administers Community Participation grants, grant management, compliance, and support services in other municipalities similar to the grant process in the City and is familiar with the process. The Strategic Philanthropy, Inc. team will provide support to the Grants Division of the Community Services Department with oversight of the City's Community Participation Grant and for grant project management and compliance services. Exhibit A details the scope of services proposed. Due to reporting and compliance concerns, the amounts of the grants, and the lack of internal staffing to followup on the grant administration, the Department recommends that it is in the City's best interest to approve the professional services agreement with Strategic Philanthropy, Inc. for consulting services for one year in an amount not to exceed \$75,000 pursuant to Section 38-116(3)(c)(i) of the Procurement Code.

This agreement may be renewed for an additional one year upon mutual agreement of both parties.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH STRATEGIC PHILANTHROPY, INC. TO PROVIDE GRANT CONSULTING SERVICES RELATED TO THE COMMUNITY PARTICIPATION GRANT PROGRAM AND OTHER GRANT PROJECTS FOR A ONE YEAR TERM, WITH A ONE YEAR RENEWAL OPTION, IN AN ANNUAL AMOUNT NOT TO EXCEED \$75,000.00; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Community Services Department (“Department”) oversees the Community Participation Grant Program and is responsible for other grant operations for the City through its Grants Division (the “Division”); and

WHEREAS, the Grant Manager and Grants Coordinator positions have been vacant for approximately three years due to lack of qualified candidates; therefore, the Department Director and Assistant Director have been overseeing the operational functions relating to the Grant Program and grant operations, which has caused a strain on the ability to fulfill the day-to-day operational responsibilities of the Grants Division; and

WHEREAS, such oversight and management relates to managing over \$11.5 million in current funding as well as overseeing pending grant awards in an additional amount of \$30 million; and

WHEREAS, grant administration requires attention to specific detail and proper reporting for compliance to each grant awarded to the City as well as to pending grant application requirements; and

WHEREAS, in order for the Department and the Division to maintain its operational goals and functions, staff has been determined that the City should retain a consultant to assist with the day-to-day operations of the Division relating to the Community Participation Grant Program and other grant projects (collectively the “Services”); and

WHEREAS, Strategic Philanthropy, Inc. (“Strategic”) is a South Florida based company that is familiar with charitable and nonprofit programs and partnerships with community, has experience administering community participation grants, and provides grant management, compliance, and support services in Florida municipalities with grant requirements and conditions similar to the Division’s grant process; and

WHEREAS, Section 38-116(3)(c)(1) of the City Code provides for the direct acquisition of professional services to be made without utilizing a sealed competitive method or written quotations method with City Commission approval; and

WHEREAS, Strategic submitted a proposal with a scope of services to the Department Beach for professional consulting services in support of the City’s Community Participation Grant Program and other grant projects (the “Services”); and

WHEREAS, due to their experience with the required Services, City staff recommends approving and authorizing execution of the agreement with Strategic, attached as Exhibit “1,” for the Services for one year, with a one year renewal option, in an annual amount not to exceed \$75,000.00 (the “Agreement”); and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize execution of the Agreement with Strategic, attached as Exhibit “1,” in an amount not to exceed \$75,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Agreement with Strategic, attached as Exhibit “1,” for the Services for a one year term, with one, one year renewal option, in a total annual amount not to exceed \$75,000.00.

Section 3. The City Commission hereby authorizes the Interim City Manager to execute the Agreement with Strategic, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of this _____ day of _____, 2024 (the "Effective Date") by and between the City of Deerfield Beach, Florida, a Florida municipality ("City") and Strategic Philanthropy, Inc., a Florida Profit Corporation authorized to business in the State of Florida. ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the City desires to retain Consultant to perform grant consulting services related to the City's Community Participation Grant Program and grant project management and compliance, as more specifically set forth in Exhibit "A"; and

WHEREAS, Consultant is engaged in the business of providing such services and is willing to provide those services.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant hereby agree as follows:

1. **TERM.** This Agreement shall commence on the Effective Date and shall continue until December 30, 2025, with the option to renew for one (1) additional one (1) year term at the option of the City. This Agreement may be earlier terminated with or without cause, by either Party in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Consultant shall serve as an independent Consultant to City and shall provide consulting services related to the City's Community Participation Grant Program as more specifically set forth in the Scope of Services attached and incorporated herein by reference as Exhibit "A". The Services shall be the only services provided by Consultant unless altered with the mutual written consent of both Parties to this Agreement.
3. **COMPENSATION.** In consideration of Consultant's actions on behalf of City and the Services rendered hereunder, City shall compensate Consultant in an amount not to exceed \$75,000.000 based upon the hourly rates set forth in Exhibit "b" In addition, all Services performed shall be invoiced to City at the end of each calendar month for services provided during that month. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" has been reached. City is obligated to pay all proper invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.
4. **INDEPENDENT CONSULTANT.** During the term of this Agreement, Consultant shall be an independent Consultant and not an employee of the City. Consultant is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the City, unless expressly authorized in writing by the City Manager or his designee. Consultant shall perform the Services at the request of the City Manager or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the City and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of the City or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the City. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded City employees. Consultant further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Consultant or to

any employee or agent of the Consultant. Consultant shall be responsible for complying with Florida's Worker's Compensation laws, as described in section (8), below. All employees and sub-Consultants of the Consultant shall be considered to be, at all times, the sole employees or Consultants of the Consultant, under its sole direction and not an employee, Consultant or agent of the City. Consultant is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.

- 5. CONSULTANT REPRESENTATIONS.** Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contactor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

6. TERMINATION.

a. This Agreement may be terminated for convenience by the City. Termination for convenience by the City shall be effective on the termination date stated in the written notice provided by City, which termination date shall not be less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

b. This Agreement may be terminated for cause for reasons including, but not limited to Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement and outlined in Exhibits "A and B."

c. In the event that this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

d. In the event that this Agreement is terminated for any reason, any amounts due Consultant shall be withheld by City until all documents are provided to City.

e. Should at any time during the term of this Agreement, the Consultant is in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend the Consultant until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

In the event that the Consultant is terminated, the City may assign the Agreement to another Consultant, or seek a new Consultant, until the Consultant is re-let, or until the end of the

agreement term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

f. Consultant may terminate this Agreement upon ninety (90) days prior written notice to the City and such notice shall specify the effective date of such termination.

7. MISCELLANEOUS.

a) **Notices.** All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To City: City Manager
 City of Deerfield Beach
 150 NE 2nd Avenue
 Deerfield Beach, FL 33441

To Consultant: Kelle Alvarez Vitale
 Strategic Philanthropy, Inc.
 2600 NE 12th Street
 Fort Lauderdale, FL 33304

- b) **Compliance with Laws.** Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction. Consultant shall make its services available to City residents without regard to race, color, religion or sex, or as otherwise provided by law.
- c) **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- d) **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- e) **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

- f) **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.
- g) **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- h) **Force Majeure.** Non-performance of Consultant or City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- i) **Governing Laws.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement or the Services.
- j) **Entire Agreement.** This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- k) **Indemnification.** To the extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Consultant, its respective officials, agents, employees or sub-Consultants in the Consultant's performance of Services pursuant to this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.
- l) **No Contingent Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for

the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement

m) **Access to Records and Audit Clause.** Consultant agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Consultant that were generated during the course of the administration of this Agreement. Consultant shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes, as further described in Section (9) below.

n) **Scrutinized Companies.**

1. Consultant certifies that it and its sub-Consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its sub-Consultants are found to have submitted a false certification; or if the Consultant, or its sub-Consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, the Consultant certifies that it and its sub-Consultants 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 City may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its sub-Consultants are found to have submitted a false certification; or if the Consultant, its affiliates, or its sub-Consultants are placed on 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 the Agreement.
3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8. INSURANCE.

Consultant shall provide the City of Deerfield Beach with a certificate of insurance naming the City of Deerfield Beach, its employees, directors, officers, agents, independent Consultants, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation, with the following limits, criteria and limits of liability:

a. **Workers' Compensation Insurance** – Statutory Limits.

b. **Professional Liability (Errors & Omissions) Insurance** – Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than One Million Dollars

(\$1,000,000) per occurrence with a limit of no less than Two Million Dollars (\$2,000,000) aggregated with a deductible per claim not to exceed 10% of the limit of liability. Consultant shall notify the City in writing within 30 days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant for the Services being provided.

- c. **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Consultants, products and/or completed operations for Agreements, broad form contractual coverage applicable to this specific Agreement including any hold harmless and/or indemnification Agreement, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.

- d. **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Certificates of Insurance along with the Additional Insured and Waiver of subrogation endorsements must be submitted for review and approval. All insurers must have an AM Best rating of A-VI or better by the A.M. Best rating company and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms on all policies.

- e. **Umbrella or Excess Liability** – may be used to satisfy the required liability limits by providing proof of an Umbrella or Excess liability certificate. There is no minimum Per Occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for any of the policies noted above. Such policy shall be endorsed to add the City of Deerfield Beach, its employees, directors, officers, agents, independent Consultants, successor or assigns, and other authorized representatives as additional insured with a waiver of subrogation in favor of the City. Policy must follow the form of all coverage’s stated above.

Certificates of Insurance along with the Additional Insured and Waiver of subrogation endorsements must be submitted for review and approval. All insurers must have an AM Best rating of A-VI or better by the A.M. Best rating company and agree to provide the City

with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms on all policies.

Additional Insurance may be required by Risk Management at their discretion depending on the Scope of Work.

9. PUBLIC RECORDS

- a. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. Consultant shall 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 the Agreement, and following completion of the Agreement until the records are transferred to City.
- c. Upon request from City custodian of public records, Consultant shall provide City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
- e. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by Consultant shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.
- f. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- g. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records:	HEATHER MONTEMAYOR, CITY CLERK
Mailing address:	150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
Telephone number:	954-480-4213
Email:	<u>WEB.CLERK@DEERFIELD-BEACH.COM</u>

10. TRUTH-IN-NEGOTIATION

Signature of this Contract by the Consultant shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, if any, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service based on Consultant's 2023 rate schedule. Should the City determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates shall be adjusted accordingly.

11. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by Consultant in connection with this Contract shall become the property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten days of notice of termination or expiration of the Contract. City may withhold payments then due to Consultant until Consultant complies with the provisions of this section.

12. VERIFICATION OF EMPLOYMENT ELIGIBILITY.

Consultant and any sub-Consultant of Consultant shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Consultant. In accordance with Section 448.095, Florida Statutes, Consultant is liable for any additional costs incurred by City as a result of termination of this Agreement.

13. NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES.

In accordance with Section 787.06(13), Florida Statutes, as Consultant is a nongovernmental entity, Consultant is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

ATTEST: **CITY OF DEERFIELD BEACH, FLORIDA**

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, Interim City Manager

_____ day of _____, 202__.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the of use and reliance
by the City of Deerfield Beach, Florida, only.

By: _____
Anthony C. Soroka, City Attorney

SRATEGIC PHILANTHTOPY, INC.

WITNESS:

By: _____

Print Name: _____

By: _____

Print Name: _____

Attest:

Corporate Secretary

By: _____

Print Name: _____

_____ day of _____, 202__.

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide the Services as set forth below:

General Description of Scope:

- **Community Partnership Grant Evaluation**
 - Serve as the point of contact for all community partnerships reporting efforts
 - Manage overall budget
 - Organize the reporting documents/receipts submitted
 - Conduct due diligence on all documentation submitted
 - Craft individual emails for community partners regarding any missing documentation needed for approvals of funding
 - Coordinate report for Client with community partner status report
 - Process payments for all nonprofit partners
 - Manage the administrative aspects of this project as it relates the reporting requirements
 - Assist Client with data points for public relations coverage on community efforts
 - Provide all documentation and reporting to City for public record/auditing purposes
- **Grant Project Management & Compliance Services**
 - Grant management and compliance oversight for 12-17 projects
 - Coordination with internal departments
 - Project planning and deliverables tracking
 - Financial management and reporting
 - Documentation and record-keeping
 - Reporting and communication with granting authorities
 - Risk management and problem resolution
 - Evaluation and Outcome Analysis

Tasks:

- **Serve as the point of contact for all community partnerships reporting efforts**
 - Act as the primary liaison between Client and community partners for all grant-related reporting, addressing inquiries and providing clarity on documentation and timelines.
 - Develop and maintain a streamlined communication strategy to ensure consistent and accessible information flow between Client and all partnering organizations.
- **Manage overall budget**
 - Oversee the grant's budget allocation, tracking all expenses and reconciling any discrepancies in real time.
 - Monitor funding distribution to ensure alignment with project goals, making adjustments as needed to maximize community impact.
- **Organize the reporting documents/receipts submitted**
 - Establish a centralized system for organizing and archiving all documentation, receipts, and reports from community partners.
 - Implement a systematic approach to track submission timelines, flagging any missing or incomplete information to ensure compliance with funding requirements.
- **Conduct due diligence on all documentation submitted**
 - Perform thorough reviews of all submitted documentation, ensuring accuracy, completeness, and adherence to compliance standards.
 - Evaluate the legitimacy of each document and receipt, investigating inconsistencies and following up on any red flags.
- **Craft individual emails for community partners regarding any missing documentation needed for approvals of funding**
 - Develop personalized emails to address missing or incomplete documentation, detailing specific requirements for fund release.
 - Maintain professional, clear, and supportive communication to facilitate partners in meeting grant requirements effectively and efficiently.

- **Coordinate report for Client with community partner status report**
 - Compile comprehensive status reports for the Client, summarizing each community partner's progress, challenges, and funding utilization.
- **Process payments for all nonprofit partners**
 - Coordinate the timely disbursement of grant funds to approved partners, managing both direct deposits and checks as required.
 - Confirm that all prerequisites are met before payment processing and document each transaction for financial tracking and reporting.
- **Manage the administrative aspects of this project as it relates to the reporting requirements**
 - Oversee all logistical and administrative tasks related to reporting, including tracking timelines, managing deadlines, and ensuring accurate documentation submission.
 - Create checklists, templates, and workflows to standardize the reporting process for both Client and partners, minimizing errors and delays.
- **Assist Client with data points for public relations coverage on community efforts**
 - Curate data and impact stories from community partnerships to provide compelling information for public relations initiatives.
 - Identify and highlight key success metrics and partner testimonials to demonstrate the program's impact, aligning with the Client's PR goals.
- **Provide all documentation and reporting to City for public record/auditing purposes**
 - Ensure all documentation is accurately recorded and stored in compliance with public record requirements, including financial reports, partner evaluations, and fund allocations.
 - Collaborate with the Client and city officials to prepare for any audits, providing organized, transparent records that demonstrate accountability and project integrity

[THIS SPACE LEFT INTENTIONALLY BLANK].

**Grant Project Management &
Compliance Services
Scope of Services**

- **Grant Management and Compliance Oversight**
 - Ensure full compliance with county, state, and federal grant regulations, reporting requirements, and deadlines.
 - Track and monitor grant timelines, deliverables, and expenditures to prevent delays and ensure compliance with all grant terms.
- **Coordination with Internal Departments**
 - Collaborate with relevant departments to gather data, fulfill reporting requirements, and align project goals.
 - Facilitate clear communication and regular updates between departments to streamline workflow and prevent compliance issues.
- **Project Planning and Deliverables Tracking**
 - Establish a project timeline with detailed milestones, deliverables, and responsible parties for each phase of the grant.
 - Monitor the progress of project activities and ensure that all deliverables are completed on time and meet required standards.
- **Financial Management and Reporting**
 - Work with finance teams to monitor grant spending, manage budgets, and ensure funds are allocated in compliance with grant stipulations.
 - Assist with preparing and submitting financial reports, including detailed expenditure tracking, for compliance with grant requirements.
- **Documentation and Record-Keeping**
 - Maintain comprehensive documentation for each stage of the project, including proposals, progress reports, expenditures, and communications.
 - Archive records in an organized manner to support audits and future grant applications.
- **Reporting and Communication with Granting Authorities**
 - Prepare and submit regular updates, status reports, and any required compliance documentation to county, state, or federal agencies.
 - Respond promptly to grant authorities' requests for additional information or clarification.
- **Risk Management and Problem Resolution**
 - Identify potential risks to project timelines, deliverables, or budget compliance.
 - Coordinate with all stakeholders to resolve any compliance issues or challenges that arise during the project.
- **Evaluation and Outcome Analysis**
 - Develop and implement metrics to assess the impact and outcomes of grant-funded projects.
 - Work with internal stakeholders to provide a final report summarizing the project's achievements, compliance status, and lessons learned for potential future applications.

**EXHIBIT “B”
FEES AND RATES**

For the scope of services provided for herein, Consultant’s proposed rates are as shown below.

- **Community Partnership Grant Evaluation Consulting**
 - 100 hours x \$150 = \$15,000
- **Grant Project Management & Compliance Services for**
 - 400 hours x \$150 = \$60,000



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-647

Agenda Date: 12/17/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City of Deerfield Beach 2025 Public Transportation Agency Safety Plan; authorizing execution of the plan; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Broward County (County) and the City of Deerfield Beach (City) entered into an Interlocal Agreement (ILA) for the Community Shuttle Program (CSP) effective September 30, 2019, to provide transit service to the local community. The ILA has several standard conditions by which the City, as a subrecipient of federal funding through the CSP, must comply with to continue to provide transportation services. One of those conditions is to adopt and maintain a Public Transportation Agency Safety Plan (PTASP).

Current Activity

The Public Transportation Agency Safety Plans (PTASP) regulation at 49 CFR part 673 requires operators of public transportation systems that receive federal funds under the FTA Urbanized Area Formula Grants (Section 5307), to develop an Agency Safety Plan (ASP) that includes the processes and procedures to implement a Safety Management System (SMS). SMS is a comprehensive, collaborative, and systemic approach to managing safety. SMS brings management and labor together to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more precisely.

The current PTASP was updated to include a Safety Risk Management tool that will be used to identify and reduce the likelihood and severity of the potential consequences related to assaults on transit workers.

The PTASP and subsequent updates must be approved by the City of Deerfield Beach and executed by an authorized representative.

Recommendation

It is recommended that the City Commission approve and adopt the 2025 City of Deerfield Beach Public Transportation Agency Safety Plan (PTASP).

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE CITY OF
DEERFIELD BEACH 2025 PUBLIC TRANSPORTATION AGENCY
SAFETY PLAN; AUTHORIZING EXECUTION OF THE PLAN; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into an Interlocal Agreement (the “ILA”) relating to the Community Shuttle Program (the “Program”) for the City to provide transit services to the local community, which was effective on September 30, 2019; and

WHEREAS, the ILA required the City to develop, adopt and maintain a Public Transportation Agency Safety Plan (“PTASP”) that complies with the requirements set forth in Chapter 49, Part 673 of the Code of Federal Regulations entitled “Public Transportation Agency Safety Plans” (the “CFR”); and

WHEREAS, City staff has updated the PTASP, which complies with the established standards and is intended to document all policies, functions and responsibilities of the Department of Community Services related to safety management; and

WHEREAS, the PTASP contains information regarding the processes and procedures to implement a Safety Management System, which is a comprehensive, collaborative, and systematic approach to managing safety; and

WHEREAS, the PTASP includes a Safety Risk Management tool that will be utilized to identify and reduce the likelihood and severity of potential consequences related to assaults on transit workers; and

WHEREAS, the Department of Community Services recommends that the City adopt the 2025 PTASP, attached as Exhibit “A”, to ensure compliance with the ILA and the CFR; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve and authorize execution of the PTASP, attached as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the 2025 Public Transportation Agency Safety Plan, attached as Exhibit “A”.

Section 3. The Interim City Manager is authorized to execute the PTASP, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-648

Agenda Date: 12/17/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the 2025 Security Program Plan for the City's Community Shuttle; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Broward County (County) and the City of Deerfield Beach (City) entered into an Interlocal Agreement (ILA) for the Community Shuttle Program (CSP) effective September 30, 2019 to provide transit service to the local community. The ILA has several standard conditions by which the City must comply with to provide transportation services. One of those conditions is to develop and adopt a Security Program Plan ("SPP") that complies with the requirements set forth in Chapter 14-90, Florida Administrative Code.

Current Activity

The 2025 City of Deerfield Beach Security Program Plan ("SPP") complies with established security standards and is intended to document all policies, functions, and responsibilities of the department in case of an emergency. It also contains information about mitigation, preparedness, response, recovery and organizational structure. It applies to all areas of the Transit System, including maintenance, operations, administration, and procurement.

The SPP and subsequent updates must be approved by the City of Deerfield Beach and executed by the authorized executives.

Recommendation

It is recommended that the City Commission approve and adopt the 2025 City of Deerfield Beach Security Program Plan ("SPP").

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AND ADOPTING THE
2025 SECURITY PROGRAM PLAN FOR THE CITY'S COMMUNITY
SHUTTLE; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the "City") and Broward County (the "County") entered into an Interlocal Agreement (the "ILA") relating to the Community Shuttle Program (the "Program") for the City to provide transit services to the local community, which was effective on September 30, 2019; and

WHEREAS, the ILA required the City to develop and adopt a Security Program Plan that complies with the requirements set forth in Chapter 14-90, Florida Administrative Code, entitled "Equipment and Operational Safety Standards for Bus Transit Systems" (the "FAC"); and

WHEREAS, City staff has updated the Security Program Plan (the "Plan") which complies with the established standards and is intended to document all policies, functions and responsibilities of the Department of Community Services in case of emergency; and

WHEREAS, the Plan contains information regarding mitigation, preparedness, response, recovery, and organizational structure and such applies to all areas of the Transit system including maintenance, operations, administration, and procurement; and

WHEREAS, the Department of Community Services recommends that the City adopt the 2025 Plan, attached as Exhibit "A", to ensure compliance with the ILA and the FAC; and

WHEREAS, the City Commission finds and declares that the adoption of this Resolution is necessary, appropriate and in the public interest of the citizens of the City of Deerfield Beach.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves and adopts the 2025 Security Program Plan, attached as Exhibit "A", as it relates to the Community Shuttle Program.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-649

Agenda Date: 12/17/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the 2025 System Safety Program Plan for the City's Community Shuttle; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Broward County (County) and the City of Deerfield Beach (City) entered into an Interlocal Agreement (ILA) for the Community Shuttle Program (CSP) effective September 30, 2019, to provide transit service for the local community. The ILA has several standard conditions by which the City, as a subrecipient of state funding through the CSP, must comply with to provide transportation services. One of those conditions is to adopt and maintain a System Safety Program Plan (SSPP).

Current Activity

The 2025 City of Deerfield Beach System Safety Program Plan's (SSPP) overall goal is to identify, eliminate, minimize, and control safety hazards and their risks by:

- Demonstrating the agency's safety culture and established policies, procedures, and programs that ensure compliance with Chapter 14-90, FAC;
- Specifying lines of authority;
- Defining levels of responsibility and accountability within the agency; and
- Establishing methods of documentation for the agency.

The SSPP and subsequent updates must be approved by the City of Deerfield Beach and executed by the authorized executive.

Recommendation

It is recommended that the City Commission approve and adopt the 2025 City of Deerfield Beach System Safety Program Plan (SSPP).

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND ADOPTING THE 2025 SYSTEM SAFETY PROGRAM PLAN FOR THE CITY'S COMMUNITY SHUTTLE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach (the "City") and Broward County (the "County") entered into an Interlocal Agreement (the "ILA") relating to the Community Shuttle Program (the "Program") for the City to provide transit services to the local community, which was effective on September 30, 2019; and

WHEREAS, the ILA required the City to develop and adopt a System Safety Program Plan ("SSPP"), which overall goal is to identify, eliminate, minimize and control safety hazards and their risks; and

WHEREAS, the SSPP sets forth the following: (1) demonstrates the City's safety culture and established policies, procedures, and programs that ensure compliance with Chapter 14-90 of the Florida Administrative Code ("FAC"); (2) specifies the lines of authority; (3) defines levels of responsibility and accountability within the City; and (4) establishes methods of documentation for the City; and

WHEREAS, the Department of Community Services has updated the SSPP for 2025 and recommends that the City Commission approve and adopt the 2025 SSPP, attached as Exhibit "A", to ensure compliance with the ILA and the FAC; and

WHEREAS, the City Commission finds and declares that the adoption of this Resolution is necessary, appropriate and in the public interest of the citizens of the City of Deerfield Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves and adopts the 2025 System Safety Program Plan, attached as Exhibit "A".

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-655

Agenda Date: 12/17/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Discussion regarding the Code Amnesty and Neighborhood Improvement Programs.

Recommended Action

Motion on decision of Commission

Body

Costs:

Account Name:

Account Number:

Secondary Account Name:

Secondary Account Number:

Background/History

ENTER TEXT HERE

Current Activity

ENTER TEXT HERE

Recommendation

ENTER TEXT HERE



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-578

Agenda Date: 12/17/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the amended Building Permit Fee Schedule, as set forth in the attached Exhibit "A", to address the use of private providers, provide for a zoning review fee and make additional adjustments based on changes in law; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

City Staff is requesting to amend the fee schedule that regulates fees for services performed by the City's Building Department, whose services are performed by Calvin, Giordano & Associates (CGA). The proposed fee amendments have not come as a request from CGA, but from amendments to State Statutes related to the use of private providers and analysis of the Zoning Division's budget. There are three proposed changes to the fee schedule:

Private Provider Fees:

The first request to amend the fee schedule addresses a recent amendment to Section 553.73, Florida Statutes, which clarifies a property owners' ability to utilize a private provider. A private provider under this section is an entity other than the municipality who is licensed to perform plan review and inspections for permits required under the Florida Building Code. As the municipality is still required to receive a building permit, and associated documents related to the work and must ensure its compliance as well as its responsibility to maintain public records, a fee must be collected. Therefore, staff is proposing to amend the current fee schedule to provide a reduction in the cost of a permit or inspection when the plan review or inspection is performed by a private provider. The proposed fees are:

Private Provider Fee – Plan Review

25% reduction of permit fee

Private Provider Fee – Inspection

15% reduction of permit fee

Staff's evaluation of the proposed private provider related fees has been determined in consideration of existing similar fees collected by other local municipalities. Not all municipalities in Broward County currently collect fees for private providers. However, as this new statute has only gone into effect on October 1, 2024, it is expected that most, if not all, municipalities in Broward County, will seek to make this amendment to their fee schedules. It is not possible to calculate the overall impact of the change on the budget as the City is not able to pre-determine the projects that may or may not choose to use a private provider for plan review or inspection services.

Notice of Commencement and Single-Family High Velocity Installations:

The second request to amend the fee schedule is due to a recent amendment to Section 713.135(1)(e), Florida Statutes. The amendment increased the notice of commencement filing fee threshold from \$3,000 to \$5,000. A notice of commencement is a legal document required to be filed with Broward County for any construction project. The document records the beginning of a construction project and serves as a liability document for the owner. Work cannot begin on a job site until the notice of commencement is filed. For clarification, a building permit with the City is still required for a project that is less than the minimum \$5,000 notice of commencement amount. The fee schedule was originally conceived based on this model of the minimum fee at 2.5%, as 2.5% of a \$3,000 project is \$75.00. With this change, 2.5% of \$5,000 would be \$125.00. City staff may recommend to the City Commission in the future that the minimum fee of \$75.00 for plan review and inspections be raised to \$125.00 to meet the change in the notice of commencement threshold. This is not being recommended at this time, as the overall change will require further analysis and consideration of its impact to other applicable requirements. At this time, the request is to amend the minimum amount from \$3,000 to \$5,000 and to amend the "Single Family Residential High Velocity Installations for Windows, Doors and Roofs" from a minimum fee of \$75.00 to \$125.00. The one percent reduction from 2.5% to 1.5% for specific resiliency improvements to single family homes was created as an incentive to residents to make necessary improvements to protect their properties. The \$50.00 increase to \$125.00 will most likely remain as cost for a permit as inflation has risen over the past two years, increasing job values. It would be estimated based on current permits that this one item would increase revenue between \$100,000 and \$105,000 annually.

Permit Fees (Per structure per trade):

Construction costs up to \$35,000	(Per structure per trade):	\$75.00
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Construction costs greater than \$35,000 and up to \$2,000,000	2.5%
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Single Family Residential High Velocity Installations for Windows Doors and Roofs	1.5% of construction cost with a minimum of \$75.00 <u>\$125.00</u>
--	---

Zoning Review Fee:

The third request to amend the fee schedule was realized in review of other local municipality fee schedules. The City of Deerfield Beach Zoning Division reviews building permits without charging a fee or seeking other forms of cost recovery for such review. The only fee currently collected by Zoning for the review of a building permit is for building signs. In May 2021, the last time that the Building Fee Schedule was amended, the charge for sign permits was moved from the Planning Fee Schedule to the Building Fee Schedule. The fee was not new, it was just transferred to the Building Fee Schedule for transparency in the cost of a Building permit. The sign review fee originated from when the Planning Department was a separate department from the Building Department and required a separate Zoning permit for sign review. Revenue for the Zoning sign review is received into the general fund. Zoning review for sign permits is collected in a general fund account and is not shared with CGA. By collecting a fee for zoning review for all building permits reviewed by Zoning, the City would be accounting for the time and work performed by employees paid through the general fund by recovering the cost of such zoning review from the applicant. Zoning review fees would also only be collected under the general fund and not the Building Fund and therefore, would not be shared with CGA. This fee is anticipated to recover between approximately \$140,000 to \$150,000.00 in new revenue to the General Fund annually.

Proposed Zoning Review Fees will be broken into two categories, which are:

Zoning Review Fee: Residential Alteration, Sign Permit \$50.00

Zoning Review Fee: New construction,
Multi-Family & Commercial Alteration \$100.00

Additional language has been added to the fee schedule to assist contractors in determining fee costs.

This language is in accordance with State Statutes and the applicable Broward County Board of Rules and Appeals regulations.

Recommendation

Staff recommends approving the amended Building Permit Fee Schedule, enclosed as Exhibit "A."

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE
AMENDED BUILDING PERMIT FEE SCHEDULE, AS SET
FORTH IN THE ATTACHED EXHIBIT “A”, TO ADDRESS
THE USE OF PRIVATE PROVIDERS, PROVIDE FOR A
ZONING REVIEW FEE AND MAKE ADDITIONAL
ADJUSTMENTS BASED ON CHANGES IN LAW;
PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE**

WHEREAS, Section 98-113(f) of the City Land Development Code provides that building permit fees shall be established by the resolution of the City Commission; and

WHEREAS, staff has evaluated the existing building fee schedule (the “Existing Fee Schedule”) in order to recommend appropriate revisions for the City Commission to review and consider for approval; and

WHEREAS, Section 553.791, Florida Statutes, provides for alternative plans review and inspections, which allows a property owner to retain a private provider to provide plan review and inspection service in lieu of the local governmental enforcement agency providing such services; and

WHEREAS, Section 553.791(2)(b), Florida Statutes, requires the local jurisdiction to reduce the permit fee by the amount of cost savings realized by the local enforcement agency when a property owner retains a private provider for plan review or building inspections, or both; and

WHEREAS, based on the private provider provisions, the Building Department desires to amend the Existing Fee Schedule to establish the Private Provider Fees for Plan Review and Inspections including a reduction in building permit and inspection fees relative to the cost savings realized by the City in not performing such services; and

WHEREAS, as part of the building permit review process, the City’s Zoning Division reviews such permit applications for zoning compliance and there currently is no established fee for the City to recover its costs from the applicant for this review; and

WHEREAS, the Department desires to amend the Existing Fee Schedule to include a \$100.00 fee charged by the Zoning Division for review of new construction, multi-family and commercial alterations; and

WHEREAS, the current fee for zoning review of sign permits was established in 2021, and after reviewing the current fee schedule, the Department desires to amend the Existing Fee Schedule to increase the fee for sign review, including residential alteration, from \$35.00 to \$50.00; and

WHEREAS, City staff recommends that the City Commission approve the amended fee schedule, attached as Exhibit “A,” (the “Amended Fee Schedule”); and

WHEREAS, the City Commission deems it to be in the best interests of the City to approve the Amended Fee Schedule, attached as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Amended Fee Schedule, attached as Exhibit “A.”

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach - Building Fee Schedule

~~Building Permit Fee Schedule~~ For this section, the following determinations shall be in place:

Residential shall mean Single Family, Duplex and/or Townhouse building types

Non-Residential shall mean Multi-Family, Commercial and/or Industrial building types

An application fee is due at the time of submittal, and will be the minimum fee prescribed herein. The application fee will be applied against the final permit cost. If the permit estimate is less than 15% of the permit fee, the applicant shall pay the estimate in full.

The initial permit fee shall be based on the total cost of construction. All additional sub permit fees shall be based on the job value for the work covered by that particular permit. Per Broward County Amendments 109.2 Schedule of permit fees. On all buildings, structures, electrical, plumbing, mechanical, and gas systems or alterations requiring a permit, a fee for each permit shall be paid as required in accordance with the schedule as established by the applicable governing authority.

Per Broward County Amendments 109.3 Building permit valuations. The applicant for a permit shall provide an estimated job value at the time of application. Job valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems.

Permit Fees (Per structure per trade): First Inspection Included

Construction costs up to \$35,000 (Per structure per trade):	\$75.00
Construction costs greater than \$35,000 and up to \$2,000,000	2.5%
Construction costs greater than \$2,000,000 and up to \$5,000,000	2%
Construction costs greater than \$5,000,000.00	1.5%

~~The initial permit fee shall be based on the total cost of construction. All additional sub permit fees shall be based on the job value for the work covered by that particular permit.~~

Other Permit Fees:

A/C Change Out Residential	\$75.00
Water Heater Change Out Residential	\$75.00

Miscellaneous Fees:

Certificate of Occupancy/Completion Fee Residential	\$75.00
Certificate of Occupancy/Completion Fee Non-Residential	\$125.00
Re-Inspection Fee	\$75.00
Change of Contractor Fee	\$75.00
Permit Card Replacement	\$50.00
Zoning Review for Sign Permits	\$35.00



Revision after issuance	\$75.00 Minimum + \$75.00 per hour
Expired Permit Renewal Fee	50% of the original permit fee
Overtime Inspections	3 Hour Minimum/\$55.00 per Hour
Overtime Plan Review	3 Hour Minimum/\$65.00 per Hour
Work Without a Permit	FBC 109 BCAP Double the Permit Fee
3rd and Subsequent Plan Review Fee	\$75.00 minimum per discipline
Architectural Review	\$140.00 minimum per trade for 1 st hour (Total \$560.00) \$70.00 per hour per trade after 1 st hour
Single Family Residential High Velocity Installations for Windows Doors and Roofs	1.5% of construction cost with a minimum of \$75.00 <u>\$125.00</u>
<u>Private Provider Administrative Fee – Plan Review & Inspection</u>	<u>25% reduction of permit fee</u>
<u>Private Provider Administrative Fee – Inspection Only</u>	<u>15% reduction of permit fee</u>
Document Scanning	\$.15 for each 8 ½ by 11, \$1.00 for each page larger than 8 ½ by 11
<u>Zoning Review Fee: Residential Alteration, Sign Permit</u>	<u>\$50.00</u>
<u>Zoning Review Fee: New construction, Multi-Family & Commercial Alteration</u>	<u>\$100.00</u>

Required State and County Fees:

Broward County Board of Rules and Appeals Fee (BRA) –
\$0.52 per each \$1,000.00 or any fraction of the Total Cost of Construction

Florida DBPR/Home Recovery Fund F.S.553 –
Minimum \$2.00 per Permit, 1.5% of the Permit Fee

Building Code Administrators and Inspectors Fund F.S. 468 -
Minimum \$2.00 per Permit, 1.0% of the Permit Fee

The Building Permit Fee shall be based upon the cost of construction as attested to by the applicant on the submitted permit application. The Building Official, in addition to verifying the completeness and accuracy of the application, shall review the application for the cost of construction. If the Building Official determines that the cost of construction attested to does not accurately reflect the cost of construction for the scope of work covered by the permit, he/ she can use any of the following to calculate the fee:

Copy of a signed contract for work to be completed under requested permit.

Apply the values in the most current edition of the RS Means Construction Valuation system. The greatest of the methods of the applicant's statement of value, or (1.) or (2.) above shall be used in calculating the permit fee.

CITY	PRIVATE PROVIDER FEE:
Deerfield Beach	No - Proposed 75% of fee cost
Coral Springs	Private Provider Discount 30% Plan Review, 15% Inspection
Fort Lauderdale	36% reduction for plan review and inspection, 18% reduction for inspection only. Minimum \$105 fee.
Hallandale Beach	10% for plan review and inspections, 5% for inspections only
Pompano Beach	Cost of construction dependent. Minimum \$5,937 plus 2.328%
Sunrise	70% of the plan review fee, 85% of the inspection fee

CITY	ZONING REVIEW FEE
Deerfield Beach	Sign review only \$35.00 Proposed \$50 & \$100
Coral Springs	No
Dania Beach	\$50 residential, \$100 commercial
Davie	No
Fort Lauderdale	\$159 - \$371
Lauderdale Lakes	\$45 Residential \$75 Commercial
Lauderhill	\$40-\$200 depending on review type
Oakland Park	First review free \$25 - \$2,530 for 2nd review based on job value
Pembroke Park	\$75.00
Pembroke Pines	\$74.31 - \$407.87
Plantation	\$25 - \$150
Pompano Beach	\$25 - \$100
Weston	\$450 - \$700
Wilton Manors	\$150



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-474

Agenda Date: 12/17/2024

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an agreement with Gwendolyn McDonald, Barri McMillon, and Jeffrey Copeland, Jr. for the operation and maintenance of a community garden at the property located at 448 NW 1st Terrace and 455 NW 1st Avenue for a term commencing upon execution and ending on December 31, 2026, with two, one year renewal options; providing for water infrastructure and water service to the Community Garden; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Danny's Garden, a private residential garden, was started in 2014 by the late Danny Copeland. It began as a hobby and a way to supply close family and friends with fresh and healthy produce. After he passed, his son, Jeffrey Copeland Jr. continued the project and desires to expand it to a Community Garden for the residents of Deerfield Beach.

Community Gardens can improve nutrition, physical activity, community engagement, safety, and economic vitality for a neighborhood and its residents and provide environmental benefits to the community at large.

Current Activity

Gwendolyn McDonald ("McDonald") is the owner of the property located at 448 NW 1st Terrace, Deerfield Beach, Florida (the "448 Property"). Barri McMillon ("McMillon") and Jeffrey Copeland, Jr. ("Copeland") currently operate and maintain a private garden on the 448 Property owned by McDonald. McDonald is also the owner of the property located at 455 NW 1st Avenue, Deerfield Beach, Florida (the "445 Property"), which is located directly east and adjacent to the 448 Property (collectively, the 448 Property and 445 Property are the "Properties").

McDonald, McMillon and Copeland (collectively, the "Garden Parties") desire to expand the garden to extend onto the 445 Property to create a community garden to be known as "Danny's Garden", consistent with the depiction attached as Exhibit "A" to the proposed agreement ("Danny's Garden").

The Garden Parties desire to expand the private garden to become a Community Garden, a space where residents can not only access fresh produce but also come together through volunteerism. The Community Garden can serve as a hub for social interaction and education about cultivation.

If the Agreement is approved, the City will provide water infrastructure and water services to Danny's Garden, including initial hookup, irrigation, and backflow meters to be located at 448 NW 1st Terrace, Deerfield Beach, Florida, at no cost. The water services are limited to up to 20,000 gallons per month and are strictly to be utilized for irrigation purposes for Danny's Garden and for no other purpose. The City will also pay for the cost of the fence to be installed around Danny's Garden by the Property Owner and certain landscaping and a bench, washing station, and trellis.

The Garden Parties shall be responsible for all aspects of designing, building, operating, and maintaining Danny's Garden, including maintaining the Fence, Water Infrastructure and Landscaping. The Garden Parties shall indemnify and hold the City harmless from claims and shall be required to maintain insurance throughout the term of the Agreement.

Recommendation

It is recommended that the City Commission approve the Agreement with Gwendolyn McDonald, Barri McMillion, and Jeffrey Copeland for the operation and maintenance of Danny's Garden.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH GWENDOLYN MCDONALD, BARI MCMILLION, AND JEFFREY COPELAND, JR. FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN AT THE PROPERTY LOCATED AT 448 NW 1ST TERRACE AND 455 NW 1ST AVENUE FOR A TERM COMMENCING UPON EXECUTION AND ENDING ON DECEMBER 31, 2026, WITH TWO, ONE YEAR RENEWAL OPTIONS; PROVIDING FOR WATER INFRASTRUCTURE AND WATER SERVICE TO THE COMMUNITY GARDEN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Gwendolyn McDonald (“McDonald”) is the owner of the property located at 448 NW 1st Terrace, Deerfield Beach, Florida (the “448 Property”); and

WHEREAS, Barri McMillon (“McMillon”) and Jeffrey Copeland, Jr. (“Copeland”) currently operate and maintain a private garden on the 448 Property owned by McDonald; and

WHEREAS, McDonald is also the owner of the property located at 455 NW 1st Avenue, Deerfield Beach, Florida (the “445 Property”), which is located directly east and adjacent to the 448 Property; and

WHEREAS, McDonald, McMillon and Copeland desire to expand the garden to extend onto the 445 Property to create a community garden to be known as “Danny’s Garden”, consistent with the depiction attached as Exhibit “A” to the agreement attached as Exhibit “1” (“Danny’s Garden”); and

WHEREAS, Danny’s Garden is intended to serve the neighboring community by educating the community regarding vegetation, creating volunteer opportunities to promote Danny’s Garden and assist in serving the community, and supply the community with the produce from Danny’s Garden; and

WHEREAS, Danny’s Garden will provide gardening services and free produce that is not otherwise offered to City residents or duplicated by the City; and

WHEREAS, in order to expand the garden onto the 448 Property and provide for appropriate maintenance of Danny’s Garden, the installation of an irrigation and backflow meter is required for Danny’s Garden to have the proper water service, and the City has been requested to provide assistance with the provision of appropriate water infrastructure and water service to the 448 Property and 445 Property to support Danny’s Garden; and

WHEREAS, Florida Statutes recognize that “Community Gardens can improve nutrition, physical activity, community engagement, safety, and economic vitality for a neighborhood and its residents and provide environmental benefits to the community at large”; and

WHEREAS, in order to assist with the development, operation and maintenance of Danny’s Garden, and recognizing the benefits of Danny’s Garden to the public and the support of the neighbors, the City is willing to provide the required water services and infrastructure, at no cost to the Garden Parties, under the terms and conditions of the Agreement, attached as Exhibit “1” (the “Community Garden Agreement”); and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize execution of the Community Garden Agreement with the Garden Parties, attached as Exhibit “1”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Community Garden Agreement with the Garden Parties, attached as Exhibit “1,” for an initial term commencing on execution and ending on December 31, 2026, with two, one year renewal options.

Section 3. The City Commission hereby authorizes the Interim City Manager to execute the Community Garden Agreement with the Garden Parties, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**AGREEMENT AMONG THE CITY OF DEERFIELD BEACH, FLORIDA,
GWENDOLYN MCDONALD, BARI MCMILLION, AND JEFFREY COPELAND, JR.
FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN**

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2024, among the City of Deerfield Beach, a municipal corporation of the State of Florida (the “City”) and Gwendolyn McDonald (“McDonald”), Barri McMillon (“McMillon”) and Jeffrey Copeland, Jr. (“Copeland”)(collectively, McDonald, McMillon and Copeland are the “Garden Parties”).

RECITALS:

WHEREAS, McDonald is the owner of the property located at 448 NW 1st Terrace, Deerfield Beach, Florida (the “448 Property”); and

WHEREAS, McMillon and Copeland currently operate and maintain a private garden on the 448 Property owned by McDonald; and

WHEREAS, McDonald is also the owner of the property located at 455 NW 1st Avenue, Deerfield Beach, Florida (the “445 Property”), which is located directly east and adjacent to the 448 Property (collectively, the 448 Property and 445 Property are the “Properties”); and

WHEREAS, McDonald, McMillon and Copeland desire to expand the garden to extend onto the 445 Property to create a community garden to be known as “Danny’s Garden”, consistent with the depiction attached as Exhibit “A” (“Danny’s Garden”); and

WHEREAS, Danny’s Garden is intended to serve the neighboring community by educating the community regarding vegetation, creating volunteer opportunities to promote Danny’s Garden and assist in serving the community, and supply the community with the produce from Danny’s Garden; and

WHEREAS, Danny’s Garden will provide gardening services and free produce that is not otherwise offered to City residents or duplicated by the City; and

WHEREAS, in order to expand the garden onto the 448 Property and provide for appropriate maintenance of Danny’s Garden, the installation of an irrigation and backflow meter is required for Danny’s Garden to have the proper water service, and the City has been requested to provide assistance with the provision of appropriate water infrastructure, as detailed Exhibit “B”, and water service to the 448 Property and 445 Property; and

WHEREAS, Florida Statutes recognize that “Community Gardens can improve nutrition, physical activity, community engagement, safety, and economic vitality for a neighborhood and its residents and provide environmental benefits to the community at large”; and

WHEREAS, in order to assist with the development, operation and maintenance of Danny’s Garden, and recognizing the benefits of Danny’s Garden to the public and the support of the neighbors, the City is willing to provide the required water services and infrastructure, at no cost to the Garden Parties, under the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of all such covenants and conditions, the City and the Garden Parties hereby agree as follows:

1. ***Recitals.*** The above referenced “Whereas” clauses are true and correct and made a part of this Agreement.

2. ***Term.*** The initial term of this Agreement shall commence upon execution of this Agreement and shall expire on December 31, 2026, unless terminated earlier as provided herein. This Agreement may be renewed for up to two, one year periods upon mutual written agreement of the Parties.

3. ***City’s Obligations.***

a. The City shall provide the initial hookup, irrigation and backflow meters, as further detailed in the attached Exhibit “B”, to provide water service to Danny’s Garden as provided in Section 3(b) below (collectively, the “Water Services”). The City shall install the following water infrastructure (collectively, the “Water Infrastructure”) within a reasonable period of time after execution of this Agreement:

- (1) A 1-inch meter and tap service line to the 448 Property;
- (2) A backflow prevention device (residential or irrigation) and hose bib; and
- (3) Irrigation equipment (including heads, lines, and valves).

The cost breakdown for the irrigation meter and backflow meter and related infrastructure is attached in Exhibit “B.” The installation locations for the water meters and Water Infrastructure shall be determined by the City after proper inspection of the Properties to be utilized for Danny’s Garden by the appropriate City staff. The cost of the initial Water Infrastructure setup shall be paid by the City.

- b. The City shall provide up to 20,000 gallons of water per month, at no cost to the Garden Parties, to service Danny’s Garden only. Danny’s Garden and the owner of the Properties shall be responsible for payment to the City for any water usage that exceeds 20,000 gallons per month.
- c. The City shall pay for a six foot chain link fence with locking gate that the Garden Parties shall cause to be installed around the perimeter of Danny’s Garden (the “Fence”) pursuant to Section 5 below. The Fence, including the design and cost of the Fence, shall be subject to the City’s prior written approval prior to installation.
- d. The City shall pay for the landscaping, bench, washing station, and trellis identified in green shading in the attached Exhibit “B” (collectively, the “Landscaping”). The City, in the City’s sole discretion, may either (i) purchase the Landscaping and deliver it to the Garden Parties who shall install the Landscaping on the Properties in accordance with Exhibit “A”, (ii) reimburse the Garden Parties for their purchase and installation of the Landscaping on the Properties in accordance with Exhibit “A”, with reimbursement in

such amounts that do not exceed the applicable monetary amounts in Exhibit “B”, or (iii) pay for and install the landscaping on the Properties in accordance with Exhibit “A”.

4. ***Use Restrictions.***

- a. The Water Services shall solely and exclusively be utilized for irrigation purposes for Danny’s Garden and for no other purpose.
- b. Access to Danny’s Garden shall be limited to the Garden Parties, residents of the City of Deerfield Beach, customers of the City’s Braithwaite Center for Active Aging and contractors and authorized volunteers servicing or maintaining Danny’s Garden.
- c. The meters installed by the City under Section 3 above shall not be altered, serviced, relocated, repaired or replaced by anyone other than appropriate City personnel or City authorized contractors.
- d. Danny’s Garden shall be limited to the garden areas identified in Exhibit “A”.
- e. The portions of the Properties to be used as Danny’s Garden shall be exclusively used as a Community Garden and shall not be used for any private or commercial use by the Garden Parties or others. “Community Garden” is defined as:

“The group activity of growing and harvesting legal plants and produce, using organic gardening practices, intending to provide opportunities for: learning about various aspects of the natural world, including organic food production and research, sharing a love of growing plants and caring for the environment; beautifying the community; meeting socially and sharing common gardening interests, teaching students through hands-on gardening activities.”
- f. No signage related to Danny’s Garden shall be installed on the Properties without the City’s prior written consent, which may be withheld in the City’s sole discretion. Any signage related to Danny’s Garden proposed for the Properties shall meet all applicable City Sign Code regulations.

5. ***Garden Parties’ Obligations.***

- a. The Garden Parties shall be responsible for all aspects of designing, building, operating, and maintaining Danny’s Garden, with the exception of the City’s provision of the Water Services and Landscaping and payment for the Fence as provided herein. The Garden Parties are responsible for obtaining any and all applicable permits and shall be responsible for paying all related permit fees, if any.
- b. Upon successful installation of the Fence, Landscaping, and water infrastructure referenced in Section 2, MacDonald shall take ownership of the Fence, Landscaping and Water Infrastructure and the Garden Parties shall be responsible for maintaining the Fence Landscaping, and backflow prevention device and preventing damage and alterations to

the Water Infrastructure and providing for the City's annual inspection of the Water Infrastructure.

- c. The Garden Parties acknowledge and agree that the setback for Danny's Garden is 10ft from the property line and that Danny's Garden shall not intrude within the required setbacks for the 448 Property and 445 Property.
 - d. The Garden Parties shall cause the installation of a six foot pvc fence around the perimeter of Danny's Garden with a gate that is locked when Danny's Garden is not open. The Garden Parties shall ensure that the gate remains locked when Danny's Garden is closed per the hours of operation set forth in this Agreement.
 - e. The Garden Parties shall maintain Danny's Garden for the express purpose of a Community Garden. The Garden Parties shall provide the Director of Community Services with an operation and maintenance plan for Danny's Garden as a condition precedent to the City installation of the water infrastructure set forth in Section 3.
 - f. Hours of Operation. Danny's Garden shall be open Monday through Saturday during the hours of 8 a.m. to 5 p.m. Any adjustments to increase the hours of operation of Danny's Garden shall be subject to prior written approval of the City, which may be withheld in the City's sole discretion.
 - g. The Garden Parties shall insure that all participants in Danny's Garden are residents of the City (either through use of a government issued ID, property appraiser record or utility bill), or participants from the City's Braithwaite Center for Active Agency, located at 325 NW 2nd Avenue.
 - h. The Garden Parties shall not sell any vegetables or other products from Danny's Garden for a profit nor shall any fees be charged to the participants to access Danny's Garden. The Garden Parties shall use best efforts to ensure that participants in Danny's Garden shall not sell any vegetables or other products from Danny's Garden for a profit. The Garden Parties may accept voluntary donations.
6. **Termination.** The City shall have the right to terminate this Agreement for convenience upon 60 days prior written notice to the Garden Parties. Any of the Garden Parties shall have the right to terminate this Agreement for convenience upon 60 days prior written notice to the City.

The City may also terminate this Agreement for cause upon written notice to the Garden Parties of a breach of this Agreement and failure of the Garden Parties to cure such breach within three business days (or such longer time period stated in the City's written notice of breach).

In the event that either the 448 Property or 446 Property is sold or transferred to another owner (other than McDonald), then this Agreement, including all of the City's obligations under this Agreement, will automatically terminate upon such sale or transfer.

7. ***Indemnification.*** In consideration for the City entering into this Agreement and providing the Water Infrastructure, Landscaping and Water Services, and other good and valuable consideration, the Garden Parties, individually and collectively, shall indemnify, defend., and hold harmless the City, its officers, agents, and employees from and against any and all personal injury, loss of life, claims, suits, liabilities, costs or damage to the Properties or persons arising out of this Agreement, sustained as a result of the use of the Danny's Garden (including but not limited to the installation of the irrigation/backflow lines and meters), or by the actions of any of the Garden Parties, including their agents, employees, and/or invitees. Such obligation to indemnify, defend, and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. This paragraph shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.
8. ***Insurance.*** Throughout the term of this Agreement, the Garden Parties shall provide, pay for and maintain insurance covering the Properties in accordance with this Section. As a condition of the City performing any of its responsibilities under this Agreement, the Garden Parties shall provide the City of Deerfield Beach with a certificate of insurance naming the City of Deerfield Beach, and its officials, employees, officers, and agents as additional insured, except on the Workers' Compensation, with the following limits, criteria and limits of liability:
 - a. Workers' Compensation Insurance – Statutory Limits.
 - b. Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded for both of the Properties and must include: premises and operations, products and/or completed operations for Agreements, broad form contractual coverage applicable to this specific Agreement including any hold harmless and/or indemnification Agreement, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.
 - c. Certificates of Insurance along with the Additional Insured and Waiver of subrogation endorsements must be submitted for review and approval. All insurers must have an AM Best rating of A-VI or better by the A.M. Best rating company and agree to provide the

City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms on all policies. Additional Insurance may be required by the City's Risk Management at their discretion depending on the scope of operations of Danny's Garden.

9. **Notices.** All notices required under this Agreement shall be in writing and shall be delivered either (i) personally with a receipt obtained; (ii) by certified mail, postage prepaid, return receipt requested; (iii) by nationally recognized overnight courier service; or (iv) by facsimile transmission or electronic mail with a hard copy sent by regular mail on the date of the facsimile transmission. Any notice required or permitted under this Agreement shall be properly addressed as follows.

City: City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Copy to: Anthony Soroka, City Attorney
2255 Glades Road, Suite 200E
Boca Raton, FL 33431

Garden Parties: Gwendolyn McDonald, Barri McMillon & Jeffrey Copeland, Jr.
455 NW 1st Avenue
Deerfield Beach, Florida 33441

10. **Assignment.** The Garden Parties, either individually or collectively, shall not assign or sublet any portion of Danny's Garden nor assign this Agreement to any third party, without the prior written consent of the City, which may be withheld in the City's sole discretion.
11. **Governing Law.** This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.
12. **Binding Agreement.** This Agreement shall be binding upon the Garden Parties, and their respective legal representatives, successors, transferees and assigns.
13. **Entire Agreement.** This Agreement, including all attachments and exhibits to the Agreement, shall constitute the entire Agreement between the parties with respect to the subject matter hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties. The City makes no representations or warranties regarding Danny's Garden by entering into this Agreement.
14. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be illegal, invalid, or unenforceable because of

present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. ***Public Records.***

- a. The Garden Parties agrees to keep and maintain public records in the Garden Parties' possession or control in connection with the Garden Parties' performance under this Agreement. The Garden Parties additionally agree to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. The Garden Parties shall 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 the Agreement, and following completion of the Agreement until the records are transferred to City.
- c. Upon request from City custodian of public records, the Garden Parties shall provide City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
- e. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of The Garden Parties or keep and maintain public records required by City to perform the service. If the Garden Parties transfers all public records to City upon completion of this Agreement, The Garden Parties shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Garden Parties keep and maintain public records upon completion of this Agreement, the Garden Parties shall meet all applicable requirements for retaining public records. All records stored electronically by the Garden Parties shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.
- f. Any compensation or Water Services due to the Garden Parties shall be withheld until all records are received as provided herein.
- g. The Garden Parties' failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

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**AGREEMENT AMONG THE CITY OF DEERFIELD BEACH, FLORIDA,
GWENDOLYN MCDONALD, BARI MCMILLION, AND JEFFREY COPELAND, JR.
FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN**

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

ATTEST:

Heather Montemayor, City Clerk

Approved as to Form and Legal Sufficiency
for the use and reliance by the City of
Deerfield Beach, Florida, only:

Anthony C. Soroka, City Attorney

CITY OF DEERFIELD BEACH, a
municipal corporation of the State of
Florida

By: _____
Bill Ganz, Mayor

GARDEN PARTIES

Witness

Signature

Print Name: _____

Signature

Print Name: _____

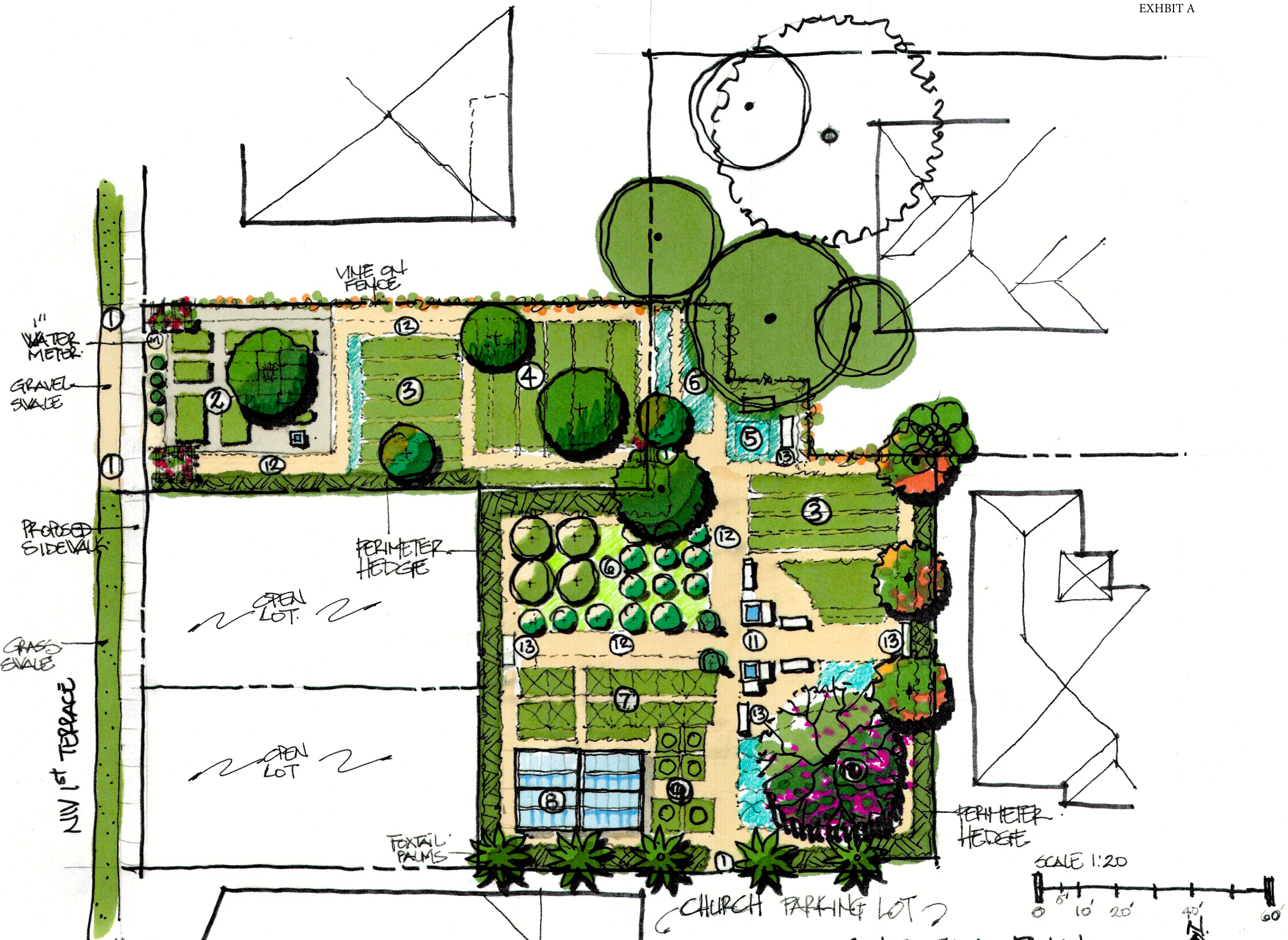
By: _____
Signature
Print Name: _____

By: _____
Signature
Print Name: _____

By: _____
Signature
Print Name: _____

EXHIBIT “A”
DANNY’S GARDEN

EXHIBIT “B”
WATER SERVICE INFRASTRUCTURE AND LANDSCAPING



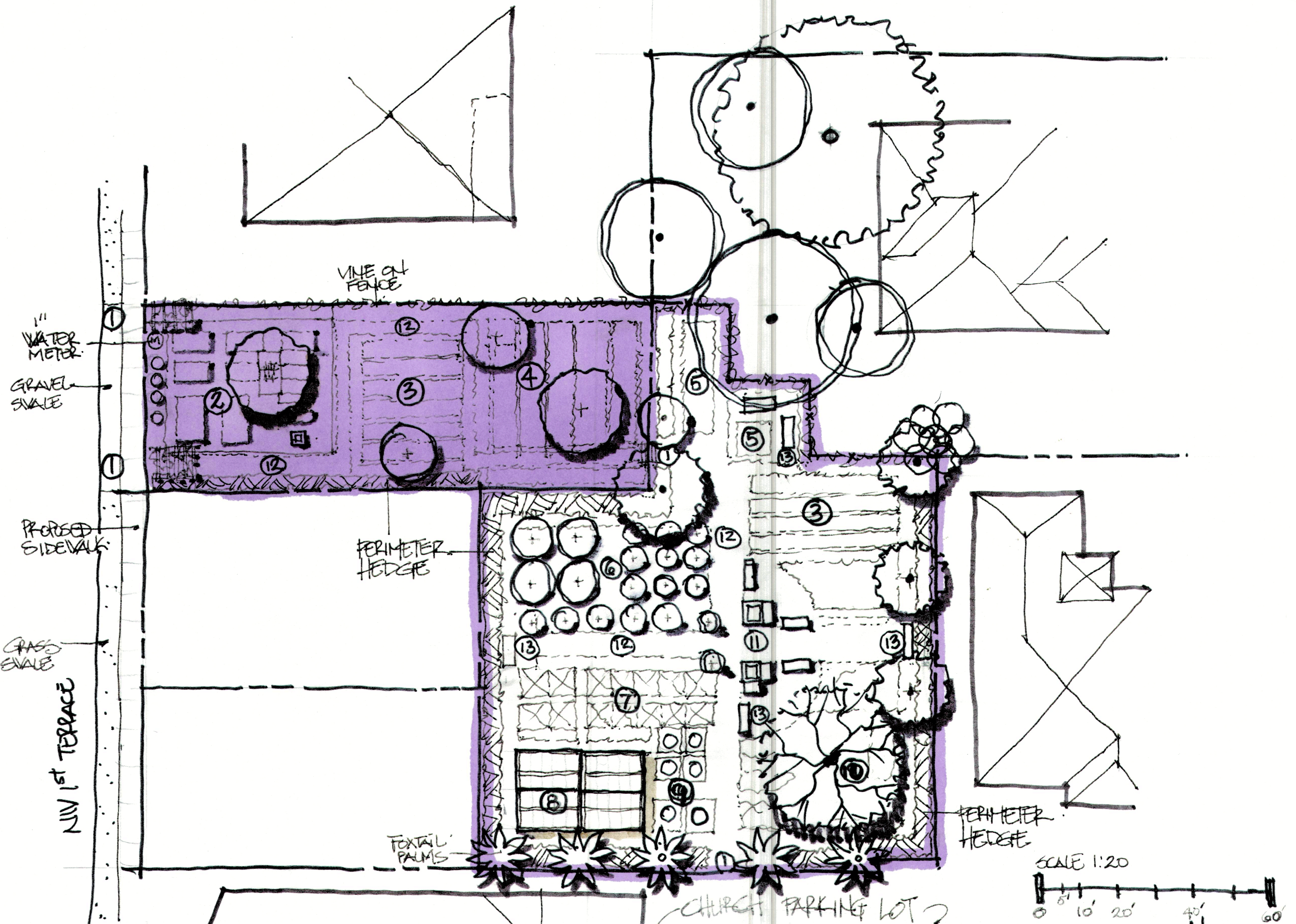
SYMBOLS

- EXISTING PALM.
- PROPOSED PALM.
- EXISTING TREE
- PROPOSED TREE
- PROPOSED SMALL TREE

LEGEND

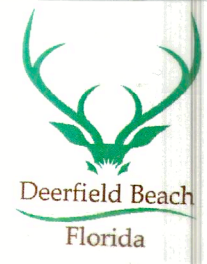
- | | | |
|----------------------|------------------------------------|---------------------|
| ① ENTRANCE/EXIT | ⑤ HERB GARDEN | ⑨ SEEDLING GARDEN |
| ② ACCESSIBLE GARDEN | ⑥ ORCHARD/GROVE | ⑩ POLLINATOR GARDEN |
| ③ GARDEN PLOTS | ⑦ TRELLIS/VINE GARDEN | ⑪ WASHING STATIONS |
| ④ LEAFY GARDEN PLOTS | ⑧ GREENHOUSE 4-MODULES 8'X16'X7.5' | ⑫ WALKWAYS (MULCH) |
| | | ⑬ BENCHES |

CONCEPTUAL PLAN.
DANNY'S
COMMUNITY
GARDEN



- SYMBOLS**
- ✿ EXISTING PALM.
 - ✿ PROPOSED PALM.
 - EXISTING TREE
 - ⊕ PROPOSED TREE
 - ⊕ PROPOSED SMALL TREE

- LEGEND**
- ① ENTRANCE/EXIT
 - ② ACCESSIBLE GARDEN
 - ③ GARDEN PLOTS
 - ④ LEAFY GARDEN PLOTS
 - ⑤ HERB GARDEN
 - ⑥ ORCHARD/GROVE
 - ⑦ TRELLIS/VINE GARDEN
 - ⑧ GREENHOUSE 4 MODULES 8'x16'x7.5'
 - ⑨ SEEDLING GARDEN
 - ⑩ POLLINATOR GARDEN
 - ⑪ WASHING STATIONS
 - ⑫ WALKWAYS (MULCH)
 - ⑬ BENCHES (4)



CONCEPTUAL PLAN.
**DANNY'S
 COMMUNITY
 GARDEN - PHASE 1**

Danny's Community Garden Budget Projections Phase I

Item Description	Quantity	Cost	Total
Pathways CY - Mulch 2-3" deep	800	\$ 2.50	\$ 2,000.00
Fibar padding 15'x20' - Accessible garden	300	\$ 1.25	\$ 375.00
Benches - City Bench	1	\$ 1,800.00	\$ 1,800.00
Canopy Trees (Rainbow etc)	2	\$ 400.00	\$ 800.00
Hedges (Perimeter) - Screening plants along fence	22	\$ 20.00	\$ 440.00
Entrance Trellis	1	\$ 250.00	\$ 250.00
Top Soil CY	3	\$ 30.00	\$ 90.00
Mulch CY - Planting beds	3	\$ 30.00	\$ 90.00
Seasonal color - Flowering plants at the entrance	125	\$ 2.25	\$ 281.25
Outdoor Washing Station (40"x20")	1	\$ 250.00	\$ 250.00
Irrigation Equipment - Heads, lines, valves etc.	500	\$ 0.50	\$ 250.00
Irrigation Meter & Backflow, Hose bib	1	\$ 2,600.00	\$ 2,600.00
Water Usage (estimate) 20,000 gal/ month*	20,000		\$ 58.28
Fence LF - Around the entire perimeter	360	\$ 40.00	\$ 14,400.00
Total			\$ 23,684.53

*Low volume stake emitters

\$4.27 per 1000 gal for 1st 12K
\$4.69 per 1000 gal over 12k

**Policy Number** 995B000142

THE BURLINGTON INSURANCE COMPANY

Co. Use:

Surplus Lines Broker License No.: W548885

POLICY NUMBER: 995B000142

POLICY PERIOD: 11/08/2024
Effective Date

11/08/2025
Expiration Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LISTING OF FORMS AND ENDORSEMENTS

This listing forms a part of the following:

COMMERCIAL GENERAL LIABILITY

NUMBER

TITLE

INTERLINE FORMS

IFG-I-0002	05/24	Policy Cover Page
IFG-I-0101	03/18	Common Policy Declarations
IFG-I-0150	03/03	Listing of Forms and Endorsements
IFG-I-0402	04/19	Service of Suit Amendment

GENERAL LIABILITY FORMS

IFG-G-0002-DL	05/03	Commercial General Liability Declarations
IFG-G-0086	04/19	Total Pollution Exclusion
IFG-G-0190	03/17	Amendment - Aircraft, Auto Or Watercraft Exclusion
IFG-G-0192	03/17	Personal And Advertising Injury Amended
IFG-G-0197	05/15	Amendment - Employer's Liability Exclusion
IFG-G-0241	03/21	NY - Excl - Any Constr or Contr
IFG-G-0300	01/21	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside Of The United States
IFG-G-0304	05/24	Exclusion - Perfluorinated Alkylated Substances (PFAS)
IFG-G-0311	11/22	Florida Changes - Cancellation and Nonrenewal
IFG-I-1004	11/21	Exclusion - Cyber Incident
BG-G-004	11/21	Exclusion - Lead-Bearing Substance
BG-G-005	03/17	Exclusion - Punitive Damages
BG-G-007	11/21	Exclusion - Asbestos, Silica or Other Similar Fibrous Or Mineral Substances

POLICY NUMBER: 995B000142

Forms List (Continued)

<u>NUMBER</u>		<u>TITLE</u>
BG-G-010	03/17	Exclusion - Injury Or Damage To Animals
BG-G-039a	03/17	Amendment Of Premium Conditions
BG-G-058	11/21	Exclusion - Injury or Damage By Animals
BG-G-063	03/17	Exclusion - Riders And Users Of Teams Or Draft Animals, And Riders Of Saddle Animals
BG-G-371	03/17	Exclusions - Construction or Demolition, and Undeclared Premises, Locations or Operations
BG-G-446-ST	03/17	Amendment - Section I Insuring Agreement
BG-I-015	03/17	25% Minimum Earned Premium
IL 00 17	11/98	Common Policy Conditions
IL 00 21	09/08	Nuclear Energy Liability Exclusion Endorsement
IL P 001	01/04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
CG 00 01	04/13	Commercial General Liability Coverage Form
CG 03 00	01/96	Deductible Liability Insurance
CG 20 10	12/19	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 21 32	05/09	Communicable Disease Exclusion
CG 21 47	12/07	Employment-Related Practices Exclusion
CG 21 67	12/04	Fungi or Bacteria Exclusion
CG 24 26	04/13	Amendment Of Insured Contract Definition
GSG-G-016	04/19	Excl-Aircraft Products & Grounding

<u>NUMBER</u>	<u>Additional Forms</u> <u>TITLE</u>
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Policy Number: 995B000142

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Named Insured:
Gwendolyn Elaine McDonald

Effective Date:
11/08/2024

Item 1. LIMITS OF INSURANCE

\$	\$2,000,000	General Aggregate Limit (Other Than Products - Completed Operations)
\$	\$2,000,000	Products - Completed Operations Aggregate Limit
\$	\$1,000,000	Personal and Advertising Injury Limit
\$	\$1,000,000	Each Occurrence Limit
\$	\$100,000	Damage To Premises Rented To You Limit (Any One Premises)
\$	\$5,000	Medical Expense Limit (Any One Person)

Refer to individual policy forms and/or endorsements for various coverage sublimits, if applicable.

Item 2. AUDIT PERIOD (If Applicable):

☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly

Item 3. FORM(S) AND ENDORSEMENT(S) made a part of this policy at time of issue:

See Listing of Forms and Endorsements (IFG-I-0150)

Item 4. COMPOSITE RATE

☐ If box is checked, see Composite Rate Endorsement (IFG-I-0152) for applicable classification, rates and premiums. If box is not checked, see page 2 of these Declarations for applicable classifications, rates and premiums.

Item 5. RETROACTIVE DATE (CG 00 02 only) :

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: (Enter Date or "None" If no Retroactive Date applies.)

Item 6. PREMIUMS

\$	550.00	Total Coverage Part Advance Premium
\$	550.00	Coverage Part Minimum Premium (if applicable)

These Declarations are part of the Policy Declarations containing the name of the insured and the policy period.

Policy Number: 995B000142

COMMERCIAL GENERAL LIABILITY SCHEDULE OF CLASSIFICATIONS AND RATES

Named Insured: Gwendolyn Elaine McDonald

Effective Date: 11/08/2024

Loc. No. 1	Location Address (Premises you own, rent or occupy): 448 Northwest 1st Terrace Deerfield Beach FL 33441	County, Borough or Parish Broward	Rating Terr. 002
Bldg. No. 1			
Code No. 49451	Classification Vacant Land - Other Than Not-For-Profit (Product-Completed Operations are subject to the General Aggregate Limit)		

Premium is: ☐ Adjustable (See Premium Audit Conditions) ☒ Flat (Not Adjustable) ☐ Fully Earned When Written ☐ Minimum Premium	Premium Base		All Other	Prod.-C.Ops
	1.00	Rate:	\$ 2.971	\$ Incl.
	Acres	Advance Premium:	\$ 3.00	\$ Incl.

Loc. No. 1	Location Address (Premises you own, rent or occupy):	County, Borough or Parish	Rating Terr.
Bldg. No. 1			
Code No. 49950	Classification Additional Insured - Owners, Lessees Or Contractors (Tender Of Any Loss To Other Available Insurance, And Exclusion Of Employee Injury) (Form: CG 20 10)		

Premium is: ☐ Adjustable (See Premium Audit Conditions) ☒ Flat (Not Adjustable) ☐ Fully Earned When Written ☒ Minimum Premium	Premium Base		All Other	Prod.-C.Ops
	1	Rate Per Each	\$	\$
	Each	Advance Premium:	\$ 100.00	\$

Loc. No.	Location Address (Premises you own, rent or occupy):	County, Borough or Parish	Rating Terr.
Bldg. No.			
Code No.	Classification		

Premium is: ☐ Adjustable (See Premium Audit Conditions) ☐ Flat (Not Adjustable) ☐ Fully Earned When Written ☐ Minimum Premium	Premium Base		All Other	Prod.-C.Ops
		Rate	\$	\$
		Advance Premium:	\$	\$

☐ See Schedule of Classifications and Rates (IFG-G-0003) for additional locations you own, rent or occupy and applicable classifications and rates and premiums.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	Amount and Basis of Deductible		
		PER CLAIM	or	PER OCCURRENCE
Bodily Injury Liability OR		\$		\$
Property Damage Liability OR		\$		\$
Bodily Injury Liability and/or Property Damage Liability Combined		\$		\$ 500

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined
- as the result of any one "occurrence". If damages are claimed for care, loss of services or death resulting at any one time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Deerfield Beach 150 Northeast 2nd Avenue Deerfield Beach, FL, 33441	448 Northwest 1st Terrace, Deerfield Beach, FL 33441, USA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT AMENDMENT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named person as the person to whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon the President, or their nominee at:

The Burlington Insurance Company
City Place II
185 Asylum Street, 7th Floor,
Hartford, Connecticut 06103

and that in any "suit" instituted against any of them upon this policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1)** "Bodily injury" or "property damage" caused by or arising directly or indirectly, in whole or in part out of the actual, alleged or threatened discharge, dispersal, disposal, seepage, migration, release or escape of "pollutants" at any time.
- (2)** Any loss, cost or expense caused by or arising directly or indirectly, in whole or in part out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion applies whether or not such "pollutants" have any function in your business, operations, premises, site or location or constitutes "your product" or is a component of "your product" or products you use.

- B. Exclusions m. and n. under Paragraph 2. Exclusions of Section I - Coverage B – Personal and Advertising Injury Liability Coverage** are replaced by the following:

This insurance does not apply to:

m. Pollution

"Personal and advertising injury" caused by or arising directly or indirectly, in whole or in part out of the actual, alleged or threatened discharge, dispersal, disposal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense caused by or arising directly or indirectly, in whole or in part out of any:

- (1)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

These exclusions apply whether or not such "pollutants" have any function in your business, operations, premises, site or location or constitutes "your product" or is a component of "your product" or products you use.

C. Definition 15. under the **Definitions** Section is replaced by the following:

"Pollutants" mean any solid, liquid, gaseous, bacterial, fungal, or thermal substance or material, that is harmful, toxic or hazardous to persons, plants, animals, wildlife or other living organisms or can cause contamination to property, air, land or water, which includes but is not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, mineral spirits, solvents, insecticides, pesticides, fungicides, motor fuels, gasoline, diesel fuel, motor oil or any other petroleum based product, brake fluid, transmission fluid, antifreeze, lead paint, or other lead containing substances, carbon monoxide fumes or other exhaust gases, welding fumes, paint fumes, adhesive or glue fumes, asbestos, silica, human or animal sewage and waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed. A "pollutant" also includes any substance or material listed, identified or described in any municipal, state or federal environmental statute or regulation that applies to the production, shipping, handling, storage, use, processing, recycling or disposal of such substance or material.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Paragraph **C.** of this endorsement replaces Exclusion **g. Aircraft, Auto or Watercraft** of **2. Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** under the Commercial General Liability Coverage Form.
- B.** When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **C.** of this endorsement is added to Paragraph **2. Exclusions** under the Miscellaneous Professional Liability Coverage endorsement.
- C.** This insurance does not apply to:
- Manned Aircraft or Manned Aerial Vehicle or Unmanned Aircraft Or Unmanned Aerial Vehicle, Auto Or Watercraft**
- "Bodily injury", "property damage" or "damages" caused by or arising out of any "manned aircraft or manned aerial vehicle", "unmanned aircraft or unmanned aerial vehicle", "auto" or watercraft, including "loading or unloading".
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.
- This exclusion does not apply to:
- (1)** A watercraft while ashore on premises you own or rent;
 - (2)** A watercraft you do not own that is less than 26 feet long:
 - (a)** Not being used to carry persons or property for a charge; or
 - (b)** Not being used in any speed or racing contest or fishing tournament or any other similar contest or tournament, including preparation or practice for same;
 - (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided:
 - (a)** The "auto" is not owned by or rented or loaned to you or any insured; and
 - (b)** You are not in the "auto", trucking, cartage or livery business or in the business of parking or storing "autos";
 - (4)** "Bodily injury" or "property damage" arising out of the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".
- D.** The following definitions are added to the **Definitions** section:
- "Manned aircraft or manned aerial vehicle" is an aircraft, including any missile or spacecraft whose flight is or can be controlled directly with a human operator on board the aircraft.
- "Unmanned aircraft or unmanned aerial vehicle" is an aircraft, including any missile or spacecraft without a human operator on board, whose flight can be controlled remotely or autonomously.
- All other terms and conditions of this Policy remain unchanged.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion i. of 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is deleted and replaced by the following:

2. Exclusions

This insurance does not apply to:

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" caused by or arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

- B. Paragraph C. of this endorsement is added to 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** under the Commercial General Liability Coverage Form.

- C. This insurance does not apply to:**

Manned Aircraft or Manned Aerial Vehicle or Unmanned Aircraft or Unmanned Aerial Vehicle

"Personal and advertising injury" caused by or arising out of any "manned aircraft or manned aerial vehicle" or "unmanned aircraft or unmanned aerial vehicle".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.

- D. Definition 14. of the Definitions section** is deleted and replaced by the following:

- 14. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization, but does not include slander or libel that disparages a person's or organization's goods, products or services; or
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy.

- E. The following definitions are added to the Definitions section:**

"Manned aircraft or manned aerial vehicle" is an aircraft, including any missile or spacecraft whose flight is or can be controlled directly with a human operator on board the aircraft.

"Unmanned aircraft or unmanned aerial vehicle" is an aircraft, including any missile or spacecraft without a human operator on board, whose flight can be controlled remotely or autonomously.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – EMPLOYER'S LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion e. Employer's Liability of 2. Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

e. Employer's Liability

"Bodily injury" to:

- (1)** Any "employee", "leased worker", "temporary worker", "volunteer worker", statutory "employee", casual worker, or seasonal worker of any insured, or a person hired to do work for or on behalf of any insured or tenant of any insured, arising out of and in the course of:
 - (a)** Employment by any insured; or
 - (b)** Directly or indirectly performing duties related to the conduct of any insured's business; or
- (2)** The spouse, child, parent, brother or sister of that "employee", "leased worker", "temporary worker", "volunteer worker", statutory "employee", casual worker, or seasonal worker as a consequence of Paragraph **(1)** above.

This exclusion applies:

- 1.** Regardless of where the:
 - a.** Services are performed; or
 - b.** "Bodily injury" occurs;
- 2.** Whether any insured may be liable as an employer or in any other capacity; and
- 3.** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. Exclusion a. Any Insured of 2. Exclusions of Section I - Coverage C - Medical Payments** is replaced by the following:

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK EXCLUSION – ANY CONSTRUCTION OR CONTRACTING ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph C. of this endorsement is added to paragraphs **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** under the Commercial General Liability Coverage Form.
- c. Even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

All other terms and conditions of this Policy remain unchanged.

- B. Paragraph C. of this endorsement is added to **2. Exclusions of Section I – Coverages Products/Completed Operations – Bodily Injury And Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.

- C. This insurance does not apply to:

Any Construction Or Contracting Activities

Any "bodily injury", "property damage", or "personal and advertising injury" caused by or arising, directly or indirectly, in whole or in part out of any construction or contracting activities that are performed or located in the state of New York.

This exclusion applies:

- a. To any work performed by, or on behalf of, any insured as part of or in connection with such construction or contracting activities, including, but not limited to, the erection, demolition, repairing, altering, painting, cleaning, or pointing of a building or structure;
- b. Regardless of whether the described operations are:
- (1) Ongoing, completed, or in any other stage when the loss occurs; or
 - (2) Performed for any insured or for any other person or entity; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

- A.** Paragraph **F.** of this endorsement is added to Paragraphs **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** under the Commercial General Liability Coverage Form.
- B.** Paragraph **F.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Products/Completed Operations – Bodily Injury And Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.
- C.** Paragraph **F.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability** under the Owners And Contractors Protective Liability Coverage Form.
- D.** Paragraph **F.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Liquor Liability Coverage** under the Liquor Liability Coverage Form.
- E.** When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **F.** of this endorsement is added to Paragraph **2. Exclusions** under the Miscellaneous Professional Liability Coverage endorsement.
- F.** This insurance does not apply to:
- TERRORISM**
- Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:
- 1.** The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
 - 2.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a.** Physical injury that involves a substantial risk of death; or
 - b.** Protracted and obvious physical disfigurement; or
 - c.** Protracted loss of or impairment of the function of a bodily member or organ; or
 - 3.** The terrorism involves the actual, alleged, threatened, or attempted use, release, escape, dispersal or application of nuclear materials or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 - 4.** Nuclear or radioactive materials are released and it is reasonably believed by us that one purpose of the terrorism was to release such materials; or
 - 5.** The terrorism is carried out by means of the actual, alleged, threatened, or attempted use, release, escape, dispersal or application of pathogenic or poisonous biological or chemical materials; or

6. Pathogenic or poisonous biological or chemical materials are released and it is reasonably believed by us that one purpose of the terrorism was to release such materials.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the providing or failure to provide warnings, protection, or safeguards against such acts.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

- G. For the purposes of this endorsement, the following is added to the **Definitions** section:

1. "Injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes damage arising out of any act, error, or omission, "bodily injury", "property damage", "personal and advertising injury", or "damages" as defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

- b. The act resulted in damage:

- (1) Within the United States (including its territories and possessions and Puerto Rico); or

- (2) Outside of the United States in the case of:

- (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

- (b) The premises of any United States mission; and

- c. The act is a violent act or an act that is dangerous to human life, property, or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property, or infrastructure that is committed by an individual or individuals and it is reasonably believed by us to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- H. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUORINATED ALKYLATED SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph E. of this endorsement is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability** under the Commercial General Liability Coverage Form.
- B. Paragraph E. of this endorsement is added to Paragraph 2. **Exclusions of Section I – Coverages – Bodily Injury and Property Damage Liability** under the Owners And Contractors Protective Liability Coverage Form.
- C. Paragraph E. of this endorsement is added to Paragraph 2. **Exclusions of Section I – Coverages – Products/Completed Operations – Bodily Injury and Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.
- D. When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph E. of this endorsement is added to Paragraph 2. **Exclusions** under the Miscellaneous Professional Liability Coverage endorsement.
- E. This insurance does not apply to:
- Perfluorinated Alkylated Substances (PFAS)**
- a. Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of:
- (1) The actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, existence, application, discharge, dispersal, release, leakage, leaching, friability, flaking, escape, presence or use of, contact with, or exposure to "PFAS";
 - (2) The handling, distribution, sale, resale, processing, repackaging, testing, analyzing, marketing, production, manufacturing, storage, delivery, transport, warehousing, repair, replacement, encapsulation, abatement, use, or disposal of "PFAS" or any other material or substance containing "PFAS", whether or not it is incorporated into "your product" or "your work";
 - (3) Any vapor, gas, dust, fumes, or any substance in any form produced by or arising out of any process or procedure involving "PFAS"; or
 - (4) Any goods, products, or materials to which "PFAS" have been applied or incorporated into by any party, including, but not limited to, any manufacturer, processor, or distributor of such goods, products, or materials.
- b. Any loss, cost, or expense arising out of any:
- (1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, dispose of, or in any way respond to or assess the effects of "PFAS"; or
 - (2) Claim or "suit" brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, disposing of, or in any way responding to or assessing the effects of "PFAS".
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:
- a. The providing of instructions, warnings, or labeling;
 - b. The supervision, hiring, employment, training, or monitoring of others by that insured; or

- c. The rendering of or failure to render aid, medical or otherwise, to any person.
- F. For the purpose of this endorsement, the following is added to the **Definitions** section:

"Injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes damage arising out of any act, error or omission, loss, covered pollution cost or expense, "bodily injury", "property damage", "personal and advertising injury", or "damages" as defined in the applicable Coverage Part.

"Perfluorinated Alkylated Substances (PFAS)" means any synthetic organofluorine chemical compound, also known as Perfluoroalkyl and Polyfluoroalkyl substances that contains at least one fully fluorinated methylgroup (-CF₃) or methylene carbon group (-CF₂-) without any hydrogen, chlorine, bromine, or iodine atoms attached to it, in any form, including any chemical compound, derivative, or by-product thereof.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately after if there has been:
 - (i)** A material misstatement or misrepresentation; or
 - (ii)** A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 45 days before the effective date of cancellation for any other reason.

B. Paragraph 3. of the **Cancellation Common Policy Condition is replaced by the following:**

- 3.** We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. The following is added and supersedes any other provision to the contrary:

Nonrenewal

- 1.** If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS-COMPLETED OPERATIONS COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM

- A.** The following exclusion is added to the **Exclusions** section of all coverages under all forms and endorsements that comprise this Coverage Part, Coverage Form, endorsement, or Policy and supersedes any contradictory exclusion in the Coverage Part, Coverage Form, endorsement, or Policy to which this coverage applies. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the "injury or damage".

Exclusion – Cyber Incident:

We will not pay for any "injury or damage" because of, caused by, arising or resulting, directly or indirectly, in whole or in part from a "cyber incident".

- 1.** As used in this exclusion "cyber incident" means:
- (a)** Unauthorized access to, acquisition, processing, storage, use, dissemination, publication, disclosure, or diversion of; or
 - (b)** Exceeding authorized use, misuse, alteration, misappropriation, theft, loss, loss of use, corruption or impairment of, damage to, inability to access, failure to provide access to, failure to remove or rectify, failure to destroy, failure to protect or secure (including, but not limited to, failure to encrypt), or inability to manipulate;

any person's or organization's confidential information or personal information including, but not limited to, patents, trade secrets, processing methods, customer or customer related information (including, but not limited to, customer lists), business plans or records, financial information, personally identifiable information, payment card information (including, but not limited to, credit, debit, or stored value cards), medical or health information, or any other type or combination of types of personal data or nonpublic information, whether such data or information is "electronic data" or in any other form or media, or any "computer system"; or

- 2.** Malicious code, virus, or any other harmful or unauthorized code that is directed at, enacted upon, or introduced into any "computer system" and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, prevent or restrict access to, or the use of "electronic data" or any part of any "computer system", or otherwise disrupt its normal functioning, use, or operation; or
- 3.** Denial of service attack, denial of access to, denial or interruption of service, degradation, loss, loss of use, misappropriation, transmission, unauthorized use or access, misuse, delay, alteration, diversion, failure, destruction, corruption or impairment of, damage to, or inability to access, operate, host, use, manage, control or interface with, any "computer system", including any insured's, other person's, or organization's "computer system"; or

4. Collection, sale, dissemination, publication, or disclosure of any person's or organization's confidential information, personal information, or personal data, including, but not limited to, patents, trade secrets, processing methods, customer or customer related information (including, but not limited to, customer lists), business plans or records, financial information, personally identifiable information, payment card information (including, but not limited to, credit, debit, or stored value cards), medical or health information, or any other type or combination of types of personal data or nonpublic information, whether such data or information is "electronic data" or in any other form or media, or any "computer system"; or
 5. Loss, loss of use, corruption, or disruption of, damage to, or inability to access or alter "electronic data" or a "computer system"; or
 6. Transfer, payment, or delivery of money or any form of currency, including virtual currency, in response to a fraudulent instruction or demand; or
 7. Demand for ransom payments or other extortion made in connection with the actual or threatened perpetration of any of the events described in **A.1. – 6.**
- B.** This exclusion applies even if "injury or damage" is claimed for any remediation measures (including, but not limited to, notification costs or credit monitoring), payment card replacement costs, business interruption, investigation, mitigation or restoration expenses, fines or penalties, public relations expenses, or any other damage, injury, cost, or expense because of, caused by, arising or resulting from, directly or indirectly, in whole or in part from a "cyber incident".
- C.** This exclusion applies to any liability or "injury or damage" because of, caused by, arising or resulting directly or indirectly, in whole or in part any failure (including, but not limited to, failure to timely or properly act) to notify of, disclose, prepare for, respond to, protect against, remediate, mitigate, or comply with any statutory, regulatory, contractual, common law, or other legal obligation relating to a "cyber incident".
- D.** This exclusion applies regardless of the cause or source of any "injury or damage" or the legal theory asserted, including, but not limited to, occurrences or offenses reported, claims made, or "suits" brought against any insured alleging breach of contract, misrepresentation, unfair or deceptive trade practices, defamation, violation of a person's right to privacy, violation of an intellectual property right (including, but not limited to, copyright, trademark or patent infringement), negligence, failure to comply with a legal obligation, or any other wrongdoing, including, but not limited to, the investigation, supervision, hiring, employment, training, or monitoring of others or the investigation, supervision, monitoring, or intervention with respect to "electronic data", "computer systems" or premises, by any insured or by any other person or organization acting for or on behalf of any insured.
- E.** We will have no duty to investigate or defend any claim or "suit" that alleges, or is because of, caused by, arises or results, directly or indirectly, in whole or in part from a "cyber incident" as defined in Paragraph **A.1. – 7.** of this endorsement.
- F.** For the purposes of this exclusion, the following are added to the **Definitions** section and supersede any contradictory definitions in the Coverage Part, Coverage Form, endorsement, or Policy:
- "Electronic data" means:
- Information, facts, files, or computer programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software, including, but not limited to, those which are used with electronically controlled equipment or any other "computer systems".
- "Computer systems" means:
- (a) Computer software, firmware, hardware and associated input and output devices (including wireless, mobile, peripheral or component devices), data storage and data processing devices, networking equipment, and backup facilities, including cloud computing devices and facilities; and
 - (b) Any computer network, network interface, or network of devices or hardware, including, but not limited to, communication networks or devices, computer-controlled devices, operating and control systems; websites or domains; intranets, extranets, the internet or any other internal or external networks (including, but not limited to, cloud computing).

"Injury or damage" means any injury, damages, loss, cost, or expense, including, but not limited to, "bodily injury", "property damage", "personal or advertising injury", "covered pollution cost or expenses", "damages", "injury", "loss", or "ultimate net loss" as defined or referenced in the Coverage Part, Coverage Form, endorsement, or Policy to which this exclusion applies.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD BEARING SUBSTANCE

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

AUTO DEALERS COVERAGE FORM

GARAGE COVERAGE FORM

- A.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability** under the Commercial General Liability Coverage Form.
- B.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Bodily Injury and Property Damage Liability** under the Owners And Contractors Protective Liability Coverage Form.
- C.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Products/Completed Operations – Bodily Injury and Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.
- D.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section II – General Liability Coverages A. Bodily Injury and Property Damage** and Paragraph **2. Exclusions of Section II – General Liability Coverages B. Personal and Advertising Injury Liability** and Paragraph **B. Exclusions of Section III - Acts, Errors Or Omissions Liability Coverage** under the Auto Dealers Coverage Form.
- E.** Paragraph **G.** of this endorsement is added to Paragraph **B. Exclusions of Section II – Liability Coverage** under the Garage Coverage Form.
- F.** When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions** under the Miscellaneous Professional Liability Coverage endorsement.

- G.** This insurance does not apply to:

Lead Bearing Substance

- 1.** Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of:
 - a.** The actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, existence, application, presence or use of, contact with, or exposure to lead in any form; or
 - b.** Any disease or ailment caused by plumbism (lead poisoning).
 - 2.** Any loss, cost, or expense arising out of any:
 - a.** Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, dispose of, or in any way respond to or assess the effects of lead; or
 - b.** Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, disposing of, or in any way responding to or assessing the effects of lead.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:
- a.** The providing of instructions, warnings, or labeling;
 - b.** The supervision, hiring, employment, training, or monitoring of others by that insured; or
 - c.** The rendering of or failure to render aid, medical or otherwise, to any person.

H. For the purposes of this endorsement, the following is added to the **Definitions** section:

"Injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes any "act, error or omission", "bodily injury", "covered pollution cost or expense", "loss", "property damage", "personal and advertising injury", or "personal injury" as defined in the applicable Coverage Part.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GARAGE COVERAGE FORM

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **B.** of this endorsement is added to the **Exclusions** under all Coverage Forms and endorsements that form a part of this policy.

B. This insurance does not apply to:

Punitive Damages

Any claim of or indemnification for punitive or exemplary damages. If a "suit" seeking both compensatory and punitive or exemplary damages has been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any fees, including but not limited to attorney fees, costs, interest or damages attributable to punitive or exemplary damages.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS, SILICA OR OTHER SIMILAR FIBROUS OR MINERAL SUBSTANCES

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM

- A.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability** under the Commercial General Liability Coverage Form.
- B.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Bodily Injury and Property Damage Liability** under the Owners And Contractors Protective Liability Coverage Form.
- C.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Products/Completed Operations – Bodily Injury and Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.
- D.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section II – General Liability Coverages A. Bodily Injury and Property Damage** and Paragraph **2. Exclusions of Section II – General Liability Coverages B. Personal and Advertising Injury Liability** and Paragraph **B. Exclusions of Section III - Acts, Errors Or Omissions Liability Coverage** under the Auto Dealers Coverage Form.
- E.** Paragraph **G.** of this endorsement is added to Paragraph **B. Exclusions of Section II – Liability Coverage** under the Garage Coverage Form.
- F.** When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions** under the Miscellaneous Professional Liability Coverage endorsement
- G.** This insurance does not apply to:
Asbestos, Silica Or Other Similar Fibrous Or Mineral Substances
 - 1.** Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of:
 - a.** The actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, existence, application, presence or use of, contact with, or exposure to asbestos, asbestos dust, "silica", or any other similar fibrous or mineral substance in any form;
 - b.** The handling, distribution, sale, processing, repackaging, testing, analyzing, marketing, production, manufacturing, storage, delivery, transport, warehousing, use, disposal, or removal of asbestos, asbestos dust, "silica", or any other similar fibrous or mineral substance in any form whether or not it is incorporated into "your product or your work";
 - c.** Any vapor, gas, dust, fumes, or any substance in any form produced by or arising out of any process or procedure involving asbestos, asbestos dust, "silica", or any other similar fibrous or mineral substance in any form; or
 - d.** Any goods, products, or materials to which asbestos, asbestos dust, "silica", or any other similar fibrous or mineral substance in any form has been applied or incorporated into by any party, including, but not limited to, any manufacturer, processor, or distributor of such goods, products, or materials.

2. Any loss, cost, or expense arising out of any:
- a. Request, demand, order, or statutory or regulatory requirement that any insured or others abate, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, dispose of, or in any way respond to or assess the existence or effects of any such substance by any insured or by any other person or entity; or
 - b. Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, disposing of, or in any way responding to or assessing the effects of asbestos, asbestos dust, "silica", or any other similar fibrous or mineral substance in any form.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- a. The providing of instructions, warnings, or labeling;
- b. The supervision, hiring, employment, training, or monitoring of others by that insured; or
- c. The rendering of or failure to render aid, medical or otherwise, to any person.

H. For the purposes of this endorsement, the following is added to the **Definitions** section:

1. "Injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes any "act, error or omission", "bodily injury", "covered pollution cost or expense", "loss", "property damage", "personal and advertising injury", or "personal injury" as defined in the applicable Coverage Part.
2. "Your product or your work" means your product or work covered under any Coverage Part to which this endorsement is applicable, and includes "products", "work you performed", "your product", or "your work" as defined in the applicable Coverage Part.
3. "Silica" (CAS No. 7631-86-9) means a chemical compound of silicon and oxygen, also known as Silicon Dioxide, Quartz and Cristobalite in dust or any other form, including any chemical compound, derivative, or by-product thereof.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY OR DAMAGE TO ANIMALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" as a result of the injury to or destruction of any animal, regardless of how the injury or destruction occurs.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PREMIUM CONDITIONS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GARAGE COVERAGE FORM

LIQUOR LIABILITY COVERAGE PART

- A.** Paragraph **E.** of this endorsement replaces the Premium Audit Condition of Paragraph **B.6.** of **Section IV - Conditions** under the Auto Dealers Coverage Form.
- B.** Paragraph **E.** of this endorsement replaces the Premium Audit Condition of Paragraph **5.** of **Section IV - Commercial General Liability Conditions** under the Commercial General Liability Coverage Form.
- C.** Paragraph **E.** of this endorsement replaces the Premium Audit Condition of Paragraph **B.6.** of **Section V - Garage Conditions** under the Garage Coverage Form.
- D.** Paragraph **E.** of this endorsement replaces the Premium Audit Condition of Paragraph **5.** of **Section IV - Liquor Liability Conditions** under the Liquor Liability Coverage Form.

E. Premium Audit

- 1.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- 2.** Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the total earned premium for the policy period is less than the advance premium, the advance premium is the minimum premium and is not subject to further adjustment.
- 3.** The first Named Insured must keep records of the information we need for premium computation and permit us to audit these records or, at our option, send us copies at such times as we may request.
- 4.** Should you not cooperate with the terms of this condition, including failure to return any questionnaires or self-audit worksheets applying to this or a prior policy term, we may, at our discretion, nonrenew the policy due to our inability to establish a proper premium.

We reserve the right to accept coverage based upon the policy advance, or minimum and deposit premium, and we are not obligated to perform an audit.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY OR DAMAGE BY ANIMALS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GARAGE COVERAGE FORM

- A.** Paragraph **G.** of this endorsement is added to **2. Exclusions of Section II – General Liability Coverages** under the Auto Dealers Coverage Form.
 - B.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability** under the Commercial General Liability Coverage Form.
 - C.** Paragraph **G.** of this endorsement is added to Paragraph **B. Exclusions of Section II – Liability Coverage** under the Garage Coverage Form.
 - D.** When the Personal Injury Liability Coverage – Garages endorsement is attached, Paragraph **G.** of this endorsement is added to Paragraph **B.1. Exclusions** under the Personal Injury Liability Coverage – Garages endorsement.
 - E.** When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions** under the Miscellaneous Professional Liability Coverage endorsement.
 - F.** When the Broadened Coverage – Garages endorsement is attached, Paragraph **G.** of this endorsement is added to Paragraph **B.1. Exclusions of Section I – Personal And Advertising Injury Liability Coverage** under the Broadened Coverage – Garages endorsement.
 - G.** This insurance does not apply to:
Injury Or Damage By Animals
Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part by any animal on your premises covered under this coverage part.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:
 - a.** The providing of instructions or warnings;
 - b.** The supervision, hiring, employment, training, or monitoring of others; or
 - c.** The rendering of or failure to render aid, medical or otherwise, to any person.
 - H.** For the purposes of this endorsement, the following is added to the **Definitions** section:
"Injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable and includes damage arising out of any act, error, omission, loss, covered pollution cost or expense, "bodily injury", "property damage", "personal and advertising injury", or "damages" as defined in the applicable Coverage Part.
- All other terms and conditions of this Policy remain unchanged.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RIDERS AND USERS OF TEAMS OR DRAFT AND RIDERS OF SADDLE ANIMALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **B.** of this endorsement is added to **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** under the Commercial General Liability Coverage Form.

B. This insurance does not apply to "bodily injury" or "property damage" to riders and users of teams or draft animals, and riders of "saddle animals".

This exclusion applies even if claims against any insured allege negligence or other wrongdoing in:

- 1.** The supervision, hiring, employment, training or monitoring of others by that insured; or
- 2.** The rendering of or failure to render aid, medical or otherwise, to any person.

C. For the purpose of this endorsement, the following definition is added to the **Definitions** section:

"Saddle animals" means horses, ponies, donkeys, bulls, cows, llamas, emus or ostriches, goats, hogs, pigs, sheep, elephants or any other animal when being ridden, whether or not a saddle is used.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSIONS – CONSTRUCTION OR DEMOLITION, AND UNDECLARED PREMISES, LOCATIONS OR OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusions are added to Paragraph 2., **Exclusions of Section I - Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

A. Construction Or Demolition

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any of the following operations performed by or on behalf of any insured:

1. Construction;
2. Renovation;
3. Demolition; or
4. Structural alterations that involve changing the size of or moving buildings or other structures.

B. Undeclared Premises, Locations Or Operations

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Premises or locations owned, leased or rented by the insured that are not declared in the policy; or
2. Operations or "products-completed operations hazard" not declared in the Classification schedule in the policy, whether or not such operations or "products-completed operations hazard" are continuous, intermittent, incidental, temporary or seasonal in nature.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – SECTION I INSURING AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **1. Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced in its entirety with the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A and B**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) The "bodily injury" and "property damage", whether known or unknown to any person:
 - (a) Did not first occur prior to the inception date of the policy;
 - (b) Was not in the process of occurring or alleged to have been in the process of occurring, as of the inception date of the policy; or

- (c) Was not in the process of settlement, adjustment, "suit" or other proceeding of any kind, including, but not limited to, any repair requests or attempts to repair or any statutorily mandated loss resolution, arbitration, mediation or other pre-suit process, as of the inception date of the policy.

- c. All "bodily injury" or "property damage" of a continuous, progressive, cumulative, changing or evolving nature and included within the "products/completed operations hazard" arising from, caused by or contributed to, or in consequence of "your work" or "your product" shall be deemed to take place at the time the injury or damage first commences, whether known or unknown, or the first discovery of any damage or injury, whichever first occurs, even though:

- (1) The nature, scope or extent of such damage or injury may change; or
- (2) The damage or injury may be continuous, progressive, cumulative, changing or evolving.

- d. Any "occurrence" causing continuous, progressive, cumulative, changing or evolving "bodily injury" or "property damage" will be deemed continuous or repeated exposure to substantially the same general harmful conditions and also deemed a single "occurrence".

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

25% MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

If the first Named Insured or anyone with his, her, its or their power of attorney cancels this policy, then the minimum earned premium shall be 25% of the annual premium or \$100.00, whichever is greater.

All other terms and conditions of this Policy remain unchanged.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:
 - (1)** Agrees in writing to:
 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:
 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:
 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

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EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and
- (3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and
- (3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - AIRCRAFT PRODUCTS AND GROUNDING, INCLUDING UNMANNED AIRCRAFT OR UNMANNED AERIAL VEHICLE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph C. of this endorsement is added to **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** under the Commercial General Liability Coverage Form.
- B. Paragraph C. of this endorsement is added to **2. Exclusions of Section I - Coverages - Products/Completed Operations - Bodily Injury and Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.
- C. This insurance does not apply to:
Aircraft Products and Grounding, Including Unmanned Aircraft Or Unmanned Aerial Vehicle
"Bodily injury" or "property damage" included within the "products-completed operations hazard" and caused by or arising, directly or indirectly, in whole and in part out of any "aircraft product", or the "grounding" of any "manned aircraft or manned aerial vehicle" or any "unmanned aircraft or unmanned aerial vehicle".
- D. For the purposes of this endorsement:
1. "Aircraft product" means:
 - a. Aircraft including "manned aircraft or manned aerial vehicle", "unmanned aircraft or unmanned aerial vehicle", and any ground support or control equipment used therewith; and
 - b. Any article furnished by the insured and installed in an aircraft (including "manned aircraft or manned aerial vehicle", "unmanned aircraft or unmanned aerial vehicle"); or used in connection with an aircraft (including "manned aircraft or manned aerial vehicle", "unmanned aircraft or unmanned aerial vehicle"; or for spare parts for an aircraft (including "manned aircraft or manned aerial vehicle" or "unmanned aircraft or unmanned aerial vehicle"), including ground handling tools and equipment; and
 - c. Any of "your products" used at an airport or elsewhere for the purpose of guidance, navigation or direction of aircraft (including "manned aircraft or manned aerial vehicle" or "unmanned aircraft or unmanned aerial vehicle"); and
 - d. Training aids, manuals, blueprints, engineering or other data or advice, and services and labor relating to such aircraft (including "manned aircraft or manned aerial vehicle" or "unmanned aircraft or unmanned aerial vehicle), articles or products.

2. "Grounding" means the withdrawal of one or more aircraft (including "manned aircraft or manned aerial vehicle" or "unmanned aircraft or unmanned aerial vehicle"), from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders, or drawings of the insured or with tools, machinery or other equipment furnished to such persons or organizations by the insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations.
3. "Manned aircraft or manned aerial vehicle" is an aircraft, including any missile or spacecraft whose flight is or can be controlled directly with a human operator on board the aircraft.
4. "Unmanned aircraft or unmanned aerial vehicle" is an aircraft, including any missile or spacecraft without a human operator on board, whose flight can be controlled remotely or autonomously.

All other terms and conditions of this Policy remain unchanged.

INSURANCE POLICY

of

The Burlington Insurance Company

A Stock Company

Home Office, Administrative Office and Claim Office
City Place II, 185 Asylum Street, 7th Floor, Hartford, CT 06103
Tel. 860-723-4150 or
Toll Free 1-800-328-8719



In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representatives.

A stylized, handwritten signature in black ink, likely belonging to the Secretary.

Secretary

A handwritten signature in black ink, likely belonging to the President, which appears to read "Elizabeth A. Morris".

President