



CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of October 23, 2018 between the District Board of Trustees of Broward College, Florida ("College") and KPMG LLP ("Vendor") (collectively, the "Parties"), will be in effect until three (3) years after execution ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Sharon Daley, sdaley1@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless 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 the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$3,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$1,000,000 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

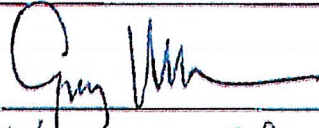
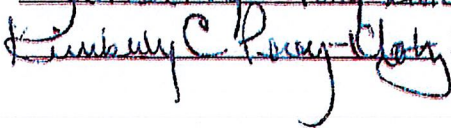
33. ADDITIONAL TERMS AND CONDITIONS.

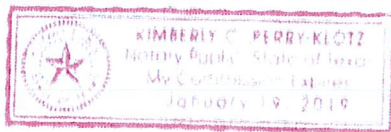
Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."


College


Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>KPMG LLP</u>	Tax ID No.	<u>13-5565207</u>
Authorized Representative	<u>Guy Wilkinson</u>	Title	<u>Principal</u>
Address	<u>111 Congress Avenue</u> <u>Austin, TX 78701</u>	Telephone	<u>512-501-5325</u>
Signature of Vendor		Date	<u>12-20-18</u>
Attested By Name (type)	<u>Kimberly C. Perry-Klotz</u>	Title	<u>Notary</u>
Signature of Attester		Date Signed	<u>12-20-18</u>



FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name Jayson Troff Title CFO

Signature _____ Date 2/7/2019

Senior Vice President _____ Title _____

Signature _____ Date _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____



Contract for Services

Statement of Work

Exhibit "A"

PURPOSE: The Vendor will be assisting the College by providing advisory services related to possible development of real estate assets. The Vendor will assist the College by exploring the feasibility of innovative financing and delivery models and structure marketable transactions. The College is looking for support in conceptualizing, structuring, negotiating and implementing successful Public Private Partnerships. Advisory services will include but are not limited to early stages of analysis, planning, project evaluation, procurement assistance, contract development, proposal evaluations and contract negotiation through financial close.

SCOPE OF SERVICES: The College is looking to procure advisory services related to possible development of its real estate assets. The College is looking for support in conceptualizing, structuring, negotiating and implementing successful Public Private Partnerships. Advisory services will include but are not limited to early stages of analysis, planning, project evaluation, procurement assistance, contract development, proposal evaluations and contract negotiation through financial close.

Strategic opportunities would be coordinated with College's Bond Counsel/legal advisor(s).

The College intends to review all of its real property and assets, to determine what opportunities exists to partner with the public or other agencies to possibly develop those assets. The College is looking to identify advisors who can assist with the following:

- **Planning and Strategy:** Provide expertise and focus including upfront planning on issue identification to ensure an effective and efficient procurement.
 - **Procurement:** Create value and improve project outcomes through communication with the bidders during the RFP. Create a commercial framework that attracts interest and creates a competitive bidding environment.
 - **Proposal Evaluation and Contract Negotiation:** Ensure the integrity of the evaluation process through expert financial analysis to help evaluate proposals received.
 - **Contract Negotiation and Document Development:** Develop contracts that address College needs and desired outcome. Develop contracts that adhere to federal, state, and College requirements and ensure market compatibility and alignment.
-



Supplemental resources might be necessary such as accounting, tax optimization, and certain Real Estate services.

TASK/PURCHASE ORDERS (PO'S): Each task will be separately authorized by the College. The services scope of work for the tasks, associated pricing and any applicable unique terms or conditions, etc will be mutually agreed upon by the parties prior to task authorization to proceed by the College which will be via released purchase or task order. The College may issue open (blanket) purchase orders as required. Receipt of an open order does not authorize the providing of services. For all open orders, services will be ordered on an as needed basis through the use of an order form. Services rendered as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College as a result.

PRICING: Prices will be in accordance with the Exhibit A-1 Pricing unless mutually agreed to by the parties. The parties may mutually agree upon other creative Vendor compensation models and strategies for rendered services for each task/PO.

CONTRACT TERM AND RENEWALS: The contract commences on the date of the last executed signature and continues for a period of three (3) years. The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period. Procurement Services Department will, if considering renewal, request a letter of intent to renew from the Vendor awardee. The Vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

PROBATION PERIOD: The first three months of the contract will be considered probationary. The probationary period may be extended for additional three month periods, upon written notification by the College as the College deems necessary. The total probationary time will not exceed one (1) year. The College representative will notify the Vendor in writing if the College does not intend to continue with the Contract. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

Broward College Pricing	Contract for Services Exhibit A-1
------------------------------------	--

KPMG Professional Services	Hourly Rate
Partner/ Principal/ Managing Director/ Senior Executive	\$ 560
Director/ Executive	\$ 500
Senior Manager	\$ 500
Manager	\$ 420
Senior Consultant	\$ 350
Consultant	\$ 350
Administrative Staff	\$ 140

CPM Professional Services	Hourly Rate
Partner/ Principal/ Managing Director/ Senior Executive	NA
Director/ Executive	NA
Senior Manager	\$ 200
Manager	\$ 185
Senior Consultant	\$ 165
Consultant	\$ 125
Administrative Staff	\$ 60

JRD Professional Services	Hourly Rate
Partner/ Principal/ Managing Director/ Senior Executive	\$ 298
Director/ Executive	\$ 278
Senior Manager	\$ 268
Manager	\$ 233
Senior Consultant	\$ 220
Consultant	\$ 161
Administrative Staff	\$ 44

Additional/Value added services:

Professional Services	Hourly Rate
TBD as necessary	TBD

Vendor shall utilize the above rates for all efforts unless the parties agree to other Vendor compensation models/strategies.



Exhibit "B"

Not Applicable



EXHIBIT "C"
SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the General Terms & Conditions. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

The Parties hereby agree to a Non-Disclosure Agreement, incorporated herein and attached hereto as Exhibit D.

Paragraph 22 is amended to add the following language:

Commercial General Liability Insurance:

1. Each Occurrence \$1,000,000
2. General Aggregate \$3,000,000
3. Excess Umbrella Liability \$5,000,000
4. Professional Liability (including Cyber Liability) per claim of \$1,000,000 for a period of three (3) years after project completion and policy is to be on a primary basis if other professional liability is carried.

Automobile Liability Insurance covering non-owned and hired vehicles used in connection with this Contract of \$1,000,000.

The coverage required shall extend to all employees of the Vendor.

Paragraph 2 is hereby stricken and amended as follows:

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless 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 the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. However, in the event that the College fails to follow the professional advice provided by the Vendor and the College's failure to follow such advice is the direct or proximate cause of a third-party claim, then the College will hold the Vendor harmless for the College's failure to follow that professional advice.

The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

Paragraph 5 is hereby stricken and amended as follows:

The Vendor shall maintain all timekeeping and expense records ("Records") pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such Records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

Paragraph 8 is hereby stricken and amended as follows:

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133, Section 287.134, or Section 287.135, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

Paragraph 9(d) is hereby stricken and amended as follows:

Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements except for copies retained in work paper files or records, anything that may be stored in back up media or other electronic data storage systems, latent data and metadata, which will be destroyed in due course. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.

Sentence 4 of Paragraph 20 is hereby stricken.

Paragraph 23 is stricken and amended as follows:

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated and specified in the Statement of Work as a Deliverable hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

Upon full and final payment to Vendor under the Contract, Vendor assigns and grants to College, title in the tangible items specified as deliverables or work product in Contract (the "Deliverables") and any copyright interest in the Deliverables; provided that if and to the extent that any Vendor property is contained in any of the Deliverables ("KPMG Property"), Vendor hereby grants College, under Vendor's intellectual property rights in such KPMG Property, a royalty-free, non-exclusive, nontransferable, perpetual license to use such KPMG Property solely in connection with College's use of the Deliverables. Vendor acknowledges that it shall obtain no ownership right in Confidential Information of College. In addition, College acknowledges and agrees that Vendor shall have the right to retain for its files copies of each of the Deliverables and all information necessary to comply with its contractual obligations and applicable professional standards.

Sentence 3 and 4 of Paragraph 25 is hereby stricken.

The following Paragraphs are hereby added to amend the Contract:

34. Limitation of Liability. Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the Vendor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the amount of fees paid or owing to the Vendor under the Contract. In no event shall the Vendor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.

35. Management Decisions. The College acknowledges and agrees that the Vendor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, College. KPMG will not perform management functions or make management decisions for College.

36. Third Party Usage. College acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product ("Advice") provided by the Vendor in connection with the services under the Contract is intended for College's sole benefit and the Vendor does not authorize any party other than College to benefit from or rely upon such Advice, or make any claims against the Vendor relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. KPMG may, in its sole discretion mark such Advice to reflect the foregoing. Except for disclosures that are required by law or that are expressly permitted by this Contract, College will not disclose, or permit access to such Advice to any third party without KPMG's prior written consent.

37. California Accountancy Act. For engagements where services will be provided by KPMG through offices located in California, College acknowledges that certain of Vendor's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.

38. Electronic Communications. Vendor and College may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). College agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that the Vendor transmits to College shall supersede any previous versions transmitted by the Vendor to College.

39. **Active Spreadsheets and Electronic Files.** Vendor may use models, electronic files and spreadsheets with embedded macros created by Vendor to assist Vendor in providing the services under the Contract. If College requests a working copy of any such model, electronic file or spreadsheet, the Vendor may, at its discretion, make such item available to College for its internal use only on an as-is basis and such item shall be considered a Deliverable; provided that College is responsible for obtaining the right to use any third party products necessary to use or operate such item. Vendor retains ownership of and all rights in such models, electronic files, and/or spreadsheets with embedded macros; except for the College data contained therein.

40. **Use of Service Providers.** College acknowledges and agrees that in connection with the performance of services under the Contract, Vendor and its Member Firms, in their discretion or at College's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. College further acknowledges and agrees that Vendor controlled parties, member Firms of KPMG International, and other third party service providers (collectively, "Service Providers") may have access to Confidential Information from offshore locations, and that the Vendor uses Service Providers within and outside of the United States to provide at Vendor's direction administrative or clerical services to Vendor. These Service Providers may in the performance of such services have access to College's Confidential Information. Vendor represents to College that with respect to each Service Provider, Vendor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of College from unauthorized disclosure or use. Vendor shall be responsible to College for Vendor controlled, member Firms or Service Provider's failure to comply.

41. **Volume Rebates.** Where Vendor is reimbursed for expenses, Vendor's policy is to bill clients the amount incurred at the time the good or service is purchased. If Vendor subsequently receives a volume rebate or other incentive payment from a Service Provider relating to such expenses, Vendor does not credit such payment to its clients. Instead, Vendor applies such payments to reduce its overhead costs, which costs are taken into account in determining Vendor's standard billing rates and certain transaction charges that may be charged to clients.

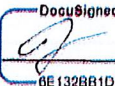
42. **College Vendors and Conflicts.** College is aware that Vendor may be providing assurance, tax and/or advisory services to other actual or potential Vendors of the College. Vendor will perform an internal search for any potential client conflicts relating to any of College's Vendors identified by College as having a role in connection with Vendor's performance of this Contract. College hereby agrees that a Vendor's status as the Vendor's client does not impact Vendor's engagement to perform this Contract. Vendor will advise College of any conflicts of interest that could prevent it from performing the Contract. However, Vendor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Vendor's firm. Should any new information come to Vendor's attention, Vendor will promptly inform the College. Vendor shall perform this Contract in accordance with applicable professional standards.

43. **Export Control.** KPMG and College acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Contract. College shall not provide KPMG, or grant KPMG access to, (a) information (including technical data or technology), verbally, electronically, or in

hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.

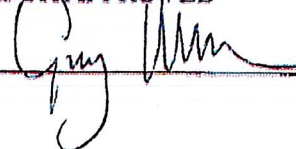
44. **Municipal Advisor.** It is understood and agreed that KPMG LLP is not registered with the SEC as a municipal advisor and that College is not asking KPMG LLP to provide, and KPMG LLP will not provide, any services to College which would require registration as a municipal advisor, including but not limited to advice with respect to municipal financial products or the issuance of municipal securities. Accordingly, KPMG LLP will not make recommendations relating to municipal financial products or the issuance of municipal securities, and KPMG LLP will not owe a fiduciary duty to College under Section 15B of the Securities Exchange Act of 1934. College represents to KPMG LLP that if College desires municipal advisor services in connection with or related to the subject matter of this engagement, it will obtain such services from another party.

BC APPROVED

By:  Date: 2/7/2019

 DocuSigned by:
C0722F81CA80465

VENDOR APPROVED

By:  Date: 12-20-18



Broward College | **Contract for Services**
NON-DISCLOSURE AGREEMENT | **Exhibit D**

This Agreement is by and between KPMG LLP (Vendor), a corporation with offices at 111 Congress Avenue, Austin, TX 78701, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively. The College shall notify the Vendor in writing in advance of providing any "protected health information" or "protected education records"

3. The Parties agree that only those employees, agents, service providers, and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of confidentiality requirements no less restrictive than this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents, or service providers, or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by confidentiality requirements;

(b) be treated by the receiving Party with the same degree of care, to avoid disclosure to any third party, as is used with respect to the receiving Party's own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purposes set forth in the Contract, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned, except for copies retained in work paper files or records, anything that may be stored in back up media or other electronic data storage systems, latent data and metadata, which will be destroyed in due course.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any known obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to law, legal process, professional standard, or to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs, subject to the Limitation of Liability set forth in the Contract.

8. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

District
The Board of Trustees of Broward College, Florida

By: 

Printed Name: Guy Wilkinson

Title: Principal

Date: December 20, 2018

DocuSigned by:

By: 

Name: Jayson Troff

Title: CFO

KPMG LLP Task Order #1
Under Contract for Services Agreement dated October 23, 2018

March 15, 2019

District Board of Trustees of Broward College, Florida
111 East Las Olas Boulevard
Fort Lauderdale, FL 33301

Attention: Jayson Iroff, Chief Financial Officer

Mr. Iroff:

Pursuant to Broward College's award of RFP-2019-034-ZR Advisory Services ("RFP"), this Task Order #1 (together with Attachments, this "Agreement") will confirm the basis upon which the District Board of Trustees of Broward College, Florida ("College" or "Client") has engaged KPMG LLP ("KPMG") to provide commercial and financial advisory services related to the Central Campus Real Estate Development project ("the Project"). KPMG LLP will provide services related to the engagement as described below.

Phase 1 Objective: Central Campus Real Estate Strategy

The objective of the Phase 1 scope of work is to help refine the overall strategy for Broward College ("College"), define the goals and objectives of the Project, develop a real estate strategy for the Central Campus, evaluate viable real estate opportunities on the Central Campus, incorporate market feedback, and assist the College in narrowing down commercial structures and procurement approaches for each of the opportunities.

Phase 1 Project Approach

The scope of work for Phase 1 covers the following tasks/activities and is estimated to be completed in 10 weeks from when all requested data is received:

Task 1: Visioning: Site Visit and Assessment, Stakeholder Engagement and Goals Setting

1. Conduct site tour at the Central Campus
2. Review and refinement of College's overall strategy:
 - a) Review the strategy for the College including key initiatives such as enrollment growth, change in student mix, shift towards online delivery, and partnerships with other universities
 - b) Review the academic vision for the College, including future plans for academic and/or student life programs that could impact the programmatic use of existing or future facilities
 - c) Review plans for the development of auxiliary enterprises and/or the demand for additional services that serve students, faculty and staff
 - d) Review the College's capital improvement program, operational plan, funding and financing plan
 - e) Review asset management and capital planning strategies to better understand strategic priorities for investment, critical maintenance back-log issues, current teaching, facilities

- and administration space utilization requirements and surplus properties identified
- f) Discuss potential JV opportunities and preliminary thinking (e.g. FAU and Nova Southeastern)
 - g) Review the Master Site Plan for all campuses including Central Campus
3. For Central Campus, assess the Master Site Plan, current analysis performed by the College and other relevant information including utilization studies and relevant arrangements the College has with other organizations.
 4. Hold one-on-one fact finding interviews with College President, Campus President and College staff to assist in developing a preliminary real estate strategy for Central Campus that is aligned with the College's goals and objectives.
 5. Hold Stakeholder Engagement Workshop with College President, Campus President, College staff, student body representative, and others to assist in determining the current state of the property sites and future academic and student needs.
 6. Based on the input received from stakeholders, assist the College to refine the real estate strategy and define the goals and objectives of the project.
 7. Assist the College in preparing a high-level conceptual plan for the Central Campus.

Task 2: Real Estate Highest and Best Use Analysis

1. Evaluate the current state of the market and forecast commercial real estate supply and demand trends by analyzing the socio-economic characteristics of the market.
2. Assist the College in determining the optimal use of the identified sites and opportunities by considering the legal permissibility, physical possibility, financial feasibility and maximum productivity criteria, to maximize value.
3. Analyze the supply and demand trends to determine the feasibility of potential real estate developments including multi-family, retail, hotel, office.
4. Based on highest-and-best-use criteria, develop real estate development cash flows and perform net present value analysis to determine the implied real estate value for various proposed uses.
5. Develop recommendations that optimize the real estate potential to maximize value.

Task 3: Preliminary Structuring and Market Sounding

1. Based on goals and objectives of the College associated with capital development on the campus and highest and best use analysis, assist in the development of potential deal structures for the College, outlining the pros and cons
2. Assist the College in developing industry outreach material including project information memorandum and background material.
3. Assist the College in conducting market sounding interviews with a range of key private sector participants intended to gauge market interest in the Project and various transaction structures considered.
4. Summarize feedback from the industry on key commercial and financial issues of Project and work with the College to define a procurement strategy.

Task 4: Options Analysis

1. Assist the College in evaluation of the potential commercial and financial structures based on data gathered and analysis performed
2. Develop financial analysis to evaluate the financial impact to the College under the various
3. Identify potential risks with each option and identify potential strategies to mitigate
4. Assist the College in narrowing down the commercial structure for the opportunity identified

Throughout Phase 1, KPMG will participate in meetings with the College as requested. KPMG will assist the College in its interactions with the Board of Trustees to provide support throughout the decision making process.

Schedule

The schedule outlined below is predicated on the timely receipt of the required information requested from the College and is subject to change.

- Task 1: Visioning: Site Visit and Assessment, Stakeholder Engagement and Goals Setting: (2-3 weeks)
- Task 2: Real Estate Highest and Best Use Analysis: (3-4 weeks)
- Task 3: Preliminary Structuring and Market Sounding (2-3 weeks)
- Task 4: Options Analysis: (3-5 weeks)

Key Deliverables

- Concept plan for Central Campus real estate
- Highest and Best Use Analysis
- Market Sounding Report
- Options Analysis

Professional Fees

As compensation for the services to be provided by KPMG within the Scope of Work, Broward College agrees to pay KPMG based on the following hourly fee schedule:

Partner / Managing Director	\$560.00
Director / Senior Manager	\$500.00
Vice President / Manager	\$420.00
Associate / Senior Consultant	\$350.00
Analyst / Consultant	\$350.00
Administrative Staff	\$140.00

Professional fees and travel expenses for work under Phase 1 of this Agreement will not exceed \$300,000 for the services outlined above. The hourly rates do not include travel expenses which will be reimbursed separately.

KPMG agrees to comply with the statutory obligations regarding the Broward College's capacity for reimbursing travel and other expenses. KPMG and Broward College will endeavor to optimize the use of alternative methods of communication in lieu of in-person meetings, including telephone and video conferences and other cost conservative methods of meeting and communicating.

Fees and out-of-pocket expenses for the Scope of Work will be billed on a monthly basis. Services will be billed in increments of one-tenth of an hour. Broward College shall remit payment to KPMG within 30 days after receipt of an invoice for services rendered. Broward College acknowledges and agrees that KPMG's fees hereunder are not in any way contingent upon the specific results, outcomes or conclusions reached by KPMG.

Terms and Conditions

This task order is subject to the *Standard Terms and Conditions* in the *Contracts for Services Agreement and the Special Provisions in Exhibit C* (dated 23rd October 2018).

KPMG's services as outlined in this proposal constitute an advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. In providing these services, KPMG will undertake no role or view that could be considered public policy advocacy or lobbying.

If the terms of this Task Order as set forth above are acceptable to you, please indicate your acceptance and authorization for KPMG to proceed with the related work by signing both copies of this addendum in the appropriate space and returning one of the originals to me.

We look forward to working with Broward College. If we can provide you with any additional information, please feel free to contact me at (512) 921-5429.

Very truly yours,

KPMG LLP

By: Guy Wilkinson
Guy Wilkinson
Principal

Enclosures:

Attachment A – Contract for Services Agreement and the Special Provisions in Exhibit C

Accepted:

Broward College

By: J. CFO

Date: 3/22/19

KPMG LLP Task Order #2
Under Contract for Services Agreement dated October 23, 2018

January 30, 2020

District Board of Trustees of Broward College, Florida
111 East Las Olas Boulevard
Fort Lauderdale, FL 33301

Attention: John Dunnuck, Chief Operating Officer

Mr. Dunnuck:

Pursuant to Broward College's award of RFP-2019-034-ZR Advisory Services ("RFP"), this Task Order #2 (together with Attachments, this "Agreement") will confirm the basis upon which the District Board of Trustees of Broward College, Florida ("College" or "Client") has engaged KPMG LLP ("KPMG") to provide commercial and financial advisory services related to the North Campus Real Estate Development project ("the Project") and the Central Campus Real Estate Development project ("the Central Campus Development"). KPMG LLP will provide services related to the engagement as described below.

Task 1: Updating and Finalization of Feasibility Assessment for Central Campus Development

1. Continue to assist the College working with its engineering advisors in the refresh of the Storm Water Management Master Plan by providing commercial input in the structuring of the revised plan.
2. Update existing financial analysis as requested by the College relating to the Central Campus Development project.
3. Based on the results of the revised Storm Water Management Master Plan, assist the College with finalizing the preferred development option for Central Campus.

Task 2: Development of Central Campus Procurement Approach

1. Based on the results of Task 1, identify and assess potential procurement options for the Central Campus project.
2. Assist the College in providing analysis and support for its interactions with leadership and key stakeholders.
3. Based on input from College's leadership on potential procurement options, develop a roadmap for the procurement of the Central Campus Project.

Task 3: Presentation of High Level Real Estate Strategy to Board of Trustees and Leadership

1. Assist the College in its interactions with the Board of Trustees and College Leadership to provide support throughout the decision making process on Central Campus and North Campus projects.
2. Assist the College in presenting its vision for its real estate portfolio in the forthcoming

(likely February 25, 2020) board meeting that highlights

- a) College's past experience on monetizing its real estate portfolio
- b) Approach to Central Campus including the contemplated development and the procurement approach
- c) Business case development for North Campus and next steps

Schedule

KPMG will provide support to the College on the three tasks described above at the request of the College on an as needed basis.

Key Deliverables

- Updated Analysis on Central Campus
- Roadmap for Central Campus Procurement
- Board of Trustees Briefing Materials (as requested)

Professional Fees

As compensation for the services to be provided by KPMG within the Scope of Work, Broward College agrees to pay KPMG based on the following hourly fee schedule:

Partner / Managing Director	\$560.00
Director / Senior Manager	\$500.00
Vice President / Manager	\$420.00
Associate / Senior Consultant	\$350.00
Analyst / Consultant	\$350.00
Administrative Staff	\$140.00

Professional fees for work under this task order of this Agreement will not exceed \$50,000 for the services outlined above. The hourly rates do not include travel expenses which will be reimbursed separately.

KPMG agrees to comply with the statutory obligations regarding the Broward College's capacity for reimbursing travel and other expenses. KPMG and Broward College will endeavor to optimize the use of alternative methods of communication in lieu of in-person meetings, including telephone and video conferences and other cost conservative methods of meeting and communicating.

Fees and out-of-pocket expenses for the Scope of Work will be billed on a monthly basis. Services will be billed in increments of one-tenth of an hour. Broward College shall remit payment to KPMG within 30 days after receipt of an invoice for services rendered. Broward College acknowledges and agrees that KPMG's fees hereunder are not in any way contingent upon the specific results, outcomes or conclusions reached by KPMG.

Terms and Conditions

This task order is subject to the *Standard Terms and Conditions* in the *Contracts for Services Agreement and the Special Provisions in Exhibit C* (dated 23rd October 2018).

KPMG's services as outlined in this proposal constitute an advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. In providing these services, KPMG will undertake no role or view that could be considered public policy advocacy or lobbying.

If the terms of this Task Order as set forth above are acceptable to you, please indicate your acceptance and authorization for KPMG to proceed with the related work by signing both copies of this addendum in the appropriate space and returning one of the originals to me.

We look forward to working with Broward College. If we can provide you with any additional information, please feel free to contact me at (512) 921-5429.

Very truly yours,

KPMG LLP

By: 

Guy Wilkinson
Principal

Enclosures:

Attachment A – Contract for Services Agreement and the Special Provisions in Exhibit C

Accepted:

Broward College

By: 

Date: 2/19/2020



KPMG LLP Task Order #3
Under Contract for Services Agreement dated October 23, 2018

March 18, 2020

District Board of Trustees of Broward College, Florida
111 East Las Olas Boulevard
Fort Lauderdale, FL 33301

Attention: John Dunnuck, Chief Operating Officer

Mr. Dunnuck:

Pursuant to Broward College's award of RFP-2019-034-ZR Advisory Services ("RFP"), this Task Order #3 (together with Attachments, this "Agreement") will confirm the basis upon which the District Board of Trustees of Broward College, Florida ("College" or "Client") has engaged KPMG LLP ("KPMG") to provide commercial and financial advisory services related to the Central Campus Real Estate Development project ("the Central Campus Development"). KPMG LLP will provide services related to the engagement as described below.

Task 1: Invitation to Negotiate and Shortlist Bidders

The Consultant will assist the College with the following tasks related to the development of ITN documents in preparation for ITN submittal evaluation:

1.1. Develop Invitation to Negotiate (ITN) documents

- 1.1.1. Assist in development of the Central Campus work plan and procurement strategy
- 1.1.2. Assist in development of risk allocation matrix and strategies for defining the development opportunity and commercial structure
- 1.1.3. Advise on development of commercial and financial elements of the ITN including qualifications, financial capacity, experience
- 1.1.4. Assist in development of commercial and financial aspects of procurement documentation
- 1.1.5. Assist the College with development of the evaluation criteria and methodology
- 1.1.6. Assist in finalizing ITN documents and schedule

1.2. Support the College in all phases of ITN Process

- 1.2.1. Advise on matters of financial and commercial policy related to the Central Campus Development
- 1.2.2. Assist in evaluating, communicating, and advising the College of financial and risk implications of major deal terms during negotiations
- 1.2.3. Assist the College in one-on-one meetings with shortlisted firms
- 1.2.4. Recommend strategies to the College to maximize competitive tension during ITN development stage

1.3. Develop tools and / or financial models to assist the College in proposal evaluation and negotiations

- 1.3.1. Develop financial analytical tools to assist in the evaluation of ITN submissions including initial concept plan and indicative pricing
- 1.3.2. Support the College in the development of financial evaluation approach for ITN submissions
- 1.3.3. Provide financial and commercial input on the legal and technical evaluation of ITN submissions
- 1.3.4. Assist in the evaluation of shortlisted firms' submitted plans of finance and assess the relative risks and advantages of the proposed deal structure relative to other submittals and to the College's overall financial plan and commercial goals for the Central Campus Development

1.4. Assist the College in its interactions with key stakeholders

- 1.4.1. Assist the College in the development of presentations, fact sheets, project dashboards to assist the College staff in communicating Central Campus Development status and progress to stakeholders and the Board

1.5. Project Management and Administration

- 1.5.1. Maintain adequate records and comply with required administrative documentation and staffing, project management, and project finance controls
- 1.5.2. Provide monthly progress reporting and invoicing in accordance with College's requirements

Task #1 Deliverables

Financial analysis output deliverable (MS PowerPoint presentation)
 Proposal summary of financial/commercial elements deliverable (MS PowerPoint presentation)
 Presentation to the Board prior to advancing to Task 2

Task 2: Preferred Bidder Selection and Interim Revised Proposal Process (IRP)

The Consultant will assist the College with the following tasks in the issuance of Interim Revised Proposals (IRP) and IRP submittals and in preparation for contract negotiations:

2.1 Development of Draft IRP documents

- 2.1.1 Assist in further development of risk allocation matrix and strategies for the transaction
- 2.1.2 Assist in development of commercial and financial aspects of procurement documentation
- 2.1.3 Advise on development of commercial and financial elements of the IRP ground lease
- 2.1.4 Assist the College with development of the evaluation criteria and methodology of the binding proposals

2.2 Develop tools and / or financial models to assist the College in proposal evaluation and negotiations

- 2.2.1 Develop financial analytical tools to assist in the evaluation of IRP submissions

- 2.2.2 Support the College in the financial evaluation of IRP submissions
- 2.2.3 Provide financial and commercial input on the legal and technical evaluation of IRP submissions
- 2.2.4 Assist in the evaluation of shortlisted firms' submitted plans of finance and assess the relative risks and advantages of the proposed deal structure relative to other submittals and to the College's overall financial plan and commercial goals for the Central Campus Development
- 2.3 Assist in College's negotiations with shortlisted proposers**
 - 2.3.1 Advise on matters of financial and commercial policy related to the Central Campus Development
 - 2.3.2 Assist the College in one-on-one meetings with shortlisted firms
 - 2.3.3 Assist in evaluating, communicating, and advising the College of financial and risk implications of major deal terms during negotiations
- 2.4 Assist the College in its interactions with key stakeholders**
 - 2.4.1 Assist the College in the development of communications tools (presentations, fact sheets, project dashboards) to assist the College staff in communicating Central Campus Development status and progress to stakeholders
- 2.5 Project Management and Administration**
 - 2.5.1 Maintain adequate records and comply with required administrative documentation and staffing, project management, and project finance controls
 - 2.5.2 Provide monthly progress reporting and invoicing in accordance with College's requirements

Task #2 Deliverables

Financial analysis output deliverable(s) (MS PowerPoint presentation)
Presentation to the Board prior to advancing to Task 3

Task 3: Preferred Developer Negotiations to Commercial Close

The Consultant will assist the College with the following tasks in support of contract negotiations and pre-development:

- 3.1 Support the College in final negotiations with the preferred developer through to commercial and / or financial close**
- 3.2 Develop tools and / or financial models to assist the College in proposal evaluation and negotiations**
 - 3.2.1 Develop financial analytical tools to assist in the financial evaluation of development documents
 - 3.2.2 Provide financial and commercial input on the legal and technical evaluation development documents
 - 3.2.3 Assist in the evaluation of preferred firms' submitted plans of finance and assess the relative risks and advantages of the proposed deal structure relative to other

submittals and to the College's overall financial plan and commercial goals for the Central Campus Development

3.3 Assist with reaching commercial close

- 3.3.1 Assist in finalization of the ground lease and any other relevant commercial documents
- 3.3.2 Support the College through negotiations with preferred bidder
- 3.3.3 Assist in evaluating, communicating, and advising the College of financial and risk implications of major deal terms during negotiations
- 3.3.4 Assist the College through reaching commercial close and ground lease execution

3.4 Project Management and Administration

- 3.4.1 Maintain adequate records and comply with required administrative documentation and staffing, project management, and project finance controls
- 3.4.2 Provide monthly progress reporting and invoicing in accordance with College's requirements
- 3.4.3 Further progress the risk allocation matrix and strategies for the project implementation

Task #3 Deliverables

Financial analysis output deliverable(s) (MS PowerPoint presentation)

Schedule

KPMG will provide support to the College on the three tasks described above at the request of the College on an as needed basis over the following anticipated schedule which is subject to change:

Task 1: ITN Development and Interactive Process – 10 weeks

Task 2: Preferred Bidder Selection and Interim Revised Proposal Process – 14 weeks

Task 3: Preferred Developer Negotiations to Commercial Close – 16 weeks

Professional Fees

As compensation for the services to be provided by KPMG within the Scope of Work, Broward College agrees to pay KPMG based on the following hourly fee schedule:

Partner / Managing Director	\$576.00
Director / Senior Manager	\$515.00
Vice President / Manager	\$432.00
Associate / Senior Consultant	\$360.00
Analyst / Consultant	\$360.00
Administrative Staff	\$144.00

Professional fees for work under this task order of this Agreement will not exceed \$750,000 for the services outlined above. The hourly rates and not to exceed professional fees do not include

travel expenses which will be reimbursed separately.

KPMG agrees to comply with the statutory obligations regarding the Broward College's capacity for reimbursing travel and other expenses. KPMG and Broward College will endeavor to optimize the use of alternative methods of communication in lieu of in-person meetings, including telephone and video conferences and other cost conservative methods of meeting and communicating.

Fees and out-of-pocket expenses for the Scope of Work will be billed on a monthly basis. Services will be billed in increments of one-tenth of an hour. Broward College shall remit payment to KPMG within 30 days after receipt of an invoice for services rendered. Broward College acknowledges and agrees that KPMG's fees hereunder are not in any way contingent upon the specific results, outcomes or conclusions reached by KPMG.

The work does not include real estate valuation, appraisal or highest and best use analysis – if undertaken, this work would be performed under a separate task order engagement. The not to exceed professional fees assume a maximum of six (6) long-listed teams at ITN stage and a maximum of three (3) short-listed teams at IRP stage. We understand that Broward College intend to instruct Bryant Miller Olive as external counsel who will be responsible for the drafting of all legal and procurement documentation.

Terms and Conditions

This task order is subject to the Standard Terms and Conditions in the Contracts for Services Agreement and the Special Provisions in Exhibit C (dated 23rd October 2018).

KPMG is not providing any legal advice or counsel under this Engagement Letter. Without limiting the foregoing, KPMG is not providing any interpretation of any laws, regulations or contract provision that may be applicable to the Client or that are otherwise related to the work hereunder. While KPMG personnel working on this project may, through experience or specialized training or both, be familiar with the general contractual environment in their capacity performing financial advisory or management consulting services, they will work under the direction of the Client and its legal counsel regarding the specific legal, regulatory, and contractual requirements in which Client operates.

KPMG's services as outlined in this Task Order constitute an advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. In providing these services, KPMG will undertake no role or view that could be considered public policy advocacy or lobbying.

With regard to selection of developers, Broward College is responsible for the following:

- Appointing a management level person to the project team, with the appropriate background and knowledge, who is capable of making the decisions necessary to complete the vendor selection process
- making all decisions concerning the decision to outsource and the selection of the vendor
- taking sole responsibility for selecting relevant criteria and standards

- deciding on the vendor's relative strengths and weaknesses in meeting the scoring criteria
- Making clear to third parties involved that the client, and not KPMG, makes all decisions concerning the decision to outsource, the selection of criteria, selection of vendor candidates, and the ultimate selection of the vendor.

Broward College is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors, investors, or other third parties working with Broward College. KPMG will perform an internal search for any potential client conflicts relating to any of Broward College vendors, investors, other third parties identified by Broward College as having a role in connection with KPMG's performance of this Contract. KPMG will disclose, subject to confidentiality restrictions, to Broward College of any conflicts of interest and obtain your consent to proceed with the services. However, KPMG is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in KPMG. Should any new information come to KPMG's attention, KPMG will promptly inform Broward College. KPMG shall perform this Contract in accordance with applicable professional standards. In the event a potential conflict is identified, in order to mitigate such a conflict, KPMG will cease work until your consent is received or an alternative course of action is mutually agreed upon.

If the terms of this Task Order as set forth above are acceptable to you, please indicate your acceptance and authorization for KPMG to proceed with the related work by signing both copies of this addendum in the appropriate space and returning one of the originals to me.

We look forward to working with Broward College. If we can provide you with any additional information, please feel free to contact me at (512) 921-5429.

Very truly yours.

KPMG LLP

By: 

Guy Wilkinson
Principal


Enclosures:

Attachment A – Contract for Services Agreement and the Special Provisions in Exhibit C

Accepted:

Broward College

By: 

Date:  April 2, 2010