



**AGREEMENT BETWEEN BROWARD COUNTY AND S. DAVIS & ASSOCIATES, P.A.
FOR ACCOUNTING SERVICES (GEN2130807B1)**

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and S. Davis & Associates, P.A., a Florida corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The County desires the services of a qualified firm to provide specialized accounting services.

B. The County wishes to contract with Contractor, who was selected in accordance with Bid No. GEN2130807B1 for Certified Public Accountant Services, to provide the desired services.

C. The Parties agree that this Agreement is part of a Qualified Vendors List established by County, and County may enter into similar agreements with other vendors for the same or similar services. Services will be assigned on an as-needed basis through Work Authorizations, and County makes no guarantee of any minimum amount of work under this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of Accounting, the Assistant Director of Accounting, or such other person designated by the Director of Accounting in writing.

1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code.

1.6. **Notice to Proceed** means a written authorization issued by the Contract Administrator to proceed with a project, phase, or task.

1.7. **Purchasing Director** means County's Director of Purchasing.

1.8. **Services** means all work required of Contractor under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as Exhibit A.

1.9. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code.

1.10. **Subcontractor** means any entity or individual, including any subconsultant, that provides Services to County through Contractor, regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit E	Security Requirements

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall provide professional accounting and related financial services on an as-needed basis for County agencies, as requested by the Contract Administrator. The Services may include, without limitation, financial reporting, account reconciliation, agreed-upon procedures, grant compliance, internal controls review, consulting and advisory services, forensic accounting, pre-audit and other non-attest accounting support services, and other related accounting services, as set forth in more detail in the Scope of Services attached as Exhibit A, and includes all labor, materials, equipment, personnel, and tasks necessary to perform such Services in accordance with this Agreement. The Scope of Services is intended to be general in nature, and specific tasks shall be defined in Work Authorizations issued pursuant to this Agreement.

3.2. Work Authorizations. All Services under this Agreement shall be performed only pursuant to a written Work Authorization executed by both County and Contractor. Each Work Authorization shall be in substantially the form attached as Exhibit D and shall specify, as applicable, the scope of work, deliverables, schedule, staffing, and compensation (including a not-to-exceed amount). County may, in its sole discretion, request quotes, proposals, or other responses from one or more contractors awarded under the Qualified Vendors List prior to issuing a Work Authorization. The type, amount, and timing of all Services shall be determined solely by County. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires Board

approval. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and a Notice to Proceed issued by the Contract Administrator.

3.3. No Guarantee of Work. This is a nonexclusive, as-needed contract for such Services as County may request Contractor to perform. County makes no guarantee of any minimum amount of Services or work to be assigned to Contractor under this Agreement. All Services shall be authorized solely through duly executed Work Authorizations. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and a Notice to Proceed issued by the Contract Administrator. County makes no commitment to award any Work Authorization to Contractor, and may obtain similar services from other contractors. County retains sole discretion in selecting the applicable vendor for any Work Authorization and is not obligated to select any particular vendor.

3.4. Engagement Letters. Any engagement letter may be included as part of the applicable Work Authorization for project-specific scope or details and, if used, must be executed in connection with that Work Authorization. Any such engagement letter must be signed on behalf of the County by an individual authorized to execute the applicable Work Authorization and shall be subordinate to and may not conflict with the terms of this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through to five (5) years after the Effective Date ("Term"), unless otherwise terminated as provided in this Agreement.

4.2. Extension. If the Purchasing Director determines, in their sole discretion, that unusual or exceptional circumstances render expiration of this Agreement would result in a gap in necessary Services, then the Purchasing Director may extend this Agreement for one or more periods not to exceed three (3) months in the aggregate ("Extension") on the same rates, terms, and conditions as existed at the end of the Term. The Purchasing Director may exercise the Extension by written notice to Contractor at least thirty (30) days prior to the end of the Term stating the duration of the Extension. The Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.3. Funding. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 9.

4.4. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all Services provided under this Agreement, County will pay Contractor up to a total maximum aggregate amount of \$1,250,000 for all Services performed pursuant to this Agreement and all Work Authorizations issued hereunder. Payment shall be made only for Services actually performed and completed in accordance with this Agreement and an applicable Work Authorization. Contractor acknowledges that the foregoing maximum aggregate amount constitutes a limitation upon County's obligation to compensate Contractor for Services under this Agreement. County makes no commitment to award any Work Authorization or to expend any minimum amount under this Agreement. The maximum aggregate amount set forth herein shall not be construed as a limitation of any sort upon Contractor's obligation to perform all Services required under this Agreement and any Work Authorization.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B or in a Work Authorization, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed in accordance with an applicable Work Authorization. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Contractor's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor. All invoices must correspond to Services authorized under an applicable Work Authorization.

5.2.2. Invoices shall be based on the compensation set forth in the applicable Work Authorization and consistent with the rates set forth in Exhibit B, if applicable, minus any agreed upon retainage as stated in Exhibit B or the applicable Work Authorization. Retainage amounts shall only be invoiced upon completion of all Services under the applicable Work Authorization, unless otherwise stated in Exhibit B or such Work Authorization.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all

applicable requirements, whether set forth in this Agreement or the Code; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County's Accounting Division (via email at AccountsPayable@Broward.org) and to the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 11, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payments may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. County may set off any amounts Contractor owes to County under this Agreement against any amounts County owes to Contractor under this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Contractor shall perform the Services with its own workforce and shall not subcontract any portion of the Services without the prior written approval of the Contract Administrator. Notwithstanding the foregoing, Contractor must itself perform, without subcontracting or other outsourcing, work constituting at least seventy-five percent (75%) of the total amount payable under the applicable Work Authorization, unless otherwise approved in writing by County to the extent permitted by OESBD requirements. Contractor's compliance with the self-performance requirements of this Agreement does not relieve Contractor of its obligation to meet the applicable Commitment set forth in Article 10, and both requirements shall apply independently.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory

to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge by Contractor in any amount, Contractor shall promptly refund to County such overcharged amount. If the overcharge exceeds five percent (5%) of the total amount charged in the invoice where the overcharge occurred, Contractor shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and

represents that its entry into this Agreement will not violate that statute. Contractor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.10. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial

or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code throughout the Term.

6.12. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.13. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.14. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this

Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and shall obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Contractor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work

Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, et seq., of the Code; or

9.1.3. By the Director of OESBD upon the disqualification of Contractor as a CBE or SBE if Contractor's status as a CBE or SBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Contractor's CBE or SBE participants by the Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days' advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor's failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. CBE Participation Requirements. County reserved this procurement for CBE firms. The CBE goal is one hundred percent (100%) of the Services, unless a lower goal is approved in writing by the Office of Economic and Small Business Development ("OESBD") (the "Commitment"); however, no approved reduction may result in a CBE goal of less than eighty-five percent (85%). Contractor is a CBE-certified firm and shall meet the Commitment by performing the Services with its own workforce, or by subcontracting no more than fifty percent (50%) of the Services (based on the total amount payable by County) to CBE-certified firms approved by OESBD and performing the remainder of the Services. Notwithstanding the foregoing, Contractor shall comply with the self-performance requirements set forth in Section 5.4, and in no event shall subcontracting exceed the limits permitted therein.

10.3. Each CBE firm utilized by Contractor to meet the applicable Commitment must be certified and their participation approved in advance by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the applicable Commitment, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the applicable Commitment by written notice to Contractor.

10.4. The Parties stipulate that if Contractor fails to meet the applicable Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the applicable Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81.1 of the Code) to meet the applicable Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the applicable Commitment, up to a maximum

amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the applicable Commitment but shall not affect the availability of administrative remedies under Section 1-81, et seq., of the Code. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the applicable Commitment and are not a penalty. Any failure to meet the applicable Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the applicable Commitment.

10.5. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, et seq., of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

10.6. County may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.7. Contractor shall submit monthly payment reports reflecting payments made to all Subcontractors using Broward County's Business Management System (BMS), available at <https://broward.gob2g.com>, no later than the tenth (10th) day of each month for the preceding month's payments. For assistance with accessing BMS, Contractor may contact OESBD at BMSCompliance@broward.org or (954) 357-6400. Contractor's payment reports will be used by County to monitor Contractor's progress towards achieving the Commitment. In addition, Contractor shall permit County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.8. The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors

and suppliers. The presence of a “pay when paid” provision in a Contractor’s contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services or any Work Authorization except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Codes. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement and any Work Authorization. The Contract Administrator may also approve in writing minor modifications to the Scope of Services or a Work Authorization that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Contractor specifically for County in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Contractor represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement. Contractor must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to Contractor may be withheld until all Documents and Work are provided as set forth herein. Contractor shall ensure that the requirements of this section are included in all of Contractor’s agreements with Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the Services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor’s waiver of County’s obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT (954) 357-7545, SHERRYWALKER@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 520, FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Contractor and all Subcontractors shall make same available to County in written form at no cost and allow County to make copies. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment based upon such entry. Contractor shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Contractor shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers,

employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County
Director of Accounting
Attn: William O'Reilly
115 South Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301
Email address: woreilly@broward.org

FOR CONTRACTOR:

S. Davis & Associates, P.A.
Managing Partner
Attn: Shaun Davis
2521 Hollywood Boulevard
Hollywood, Florida 33020
Email address: sdavis@sdaviscpa.com

11.10. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's

Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any change of control (as defined herein) shall be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

For purposes of this section, “change of control” means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Contractor, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Contractor or in the entity that controls Contractor’s business; or (c) the sale, lease, or transfer of all or substantially all of Contractor’s assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Contractor or its parent, or (ii) a transfer between existing owners of Contractor that does not result in a change in majority ownership; provided, however, that any such transfer shall not relieve Contractor of its obligations under this Agreement unless County expressly agrees otherwise in writing.

11.11. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.12. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor’s loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor’s officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person’s expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform Services, Contractor

shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.13. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.14. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

11.15. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.16. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.18. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive

venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.20. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

11.21. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.22. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall: (a) fully protect individually identifiable health information as required by HIPAA and/or HITECH; and (b) comply with the Business Associate Agreement attached hereto, if any, or, if such agreement is not attached hereto and if requested by County, execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11.23. Payable Interest.

11.23.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.23.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.24. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.25. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.26. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.27. Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the "Broward County Living Wage Ordinance," Sections 26-100 through 26-105 of the Code, Contractor shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Contractor shall ensure all Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.28. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

11.29. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

11.30. Additional Requirements. Contractor shall comply with the additional requirements attached hereto as Exhibit E.

11.31. Emergency Response. If this Agreement is for Services related to emergency response for a natural emergency and Contractor breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay County a \$5,000 penalty plus damages, which shall be actual and consequential damages or, if expressly stated otherwise in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Christina A.
By Price Digitally signed by Christina A. Price
Date: 2026.05.22 09:09:18
-04'00'
Christina A. Price (Date)
Senior Assistant County Attorney

Annika E.
By Ashton Digitally signed by Annika E. Ashton
Date: 2026.05.22 09:09:27
-04'00'
Annika E. Ashton (Date)
Deputy County Attorney

CAP/sr
Agreement for Accounting Services - S. Davis & Associates, P.A.
05/14/2026
#1231024v1

**AGREEMENT BETWEEN BROWARD COUNTY AND S. DAVIS & ASSOCIATES, P.A. FOR
ACCOUNTING SERVICES (GEN2130807B1)**

CONTRACTOR

S. DAVIS & ASSOCIATES, P.A.
a Florida profit corporation

By: 
Authorized Signer

Shaun Davis, Managing Partner
Print Name and Title

20 day of May, 2026

Exhibit A

Scope of Services

Contractor shall provide the following Services as may be requested from time to time by County pursuant to fully executed Work Authorizations:

A. General Description

Contractor shall provide professional accounting and related financial services on an as-needed basis for Broward County.

B. Categories of Services

Services may include, but are not limited to:

- Financial statement preparation and reporting
- Pre-auditing and non-attestation services
- Agreed-upon procedures engagements
- Account reconciliation and financial analysis
- Grant compliance and reporting
- Internal controls evaluation and recommendations
- Financial consulting and advisory services
- Forensic accounting and investigations
- Other related accounting services as requested by County

C. Work Authorization Requirement

All Services shall be performed only pursuant to written Work Authorizations issued by County and executed by Contractor. Each Work Authorization will define the specific scope, deliverables, schedule, and compensation applicable to the Services.

D. Pricing

Compensation for Services shall be as set forth in Exhibit B and further defined in each Work Authorization. Pricing may be based on hourly rates, fixed fees, or other negotiated structures.

E. No Guarantee of Work

County does not guarantee any minimum volume of Services under this Agreement.

F. Multi-Vendor Environment

This Agreement is part of a Qualified Vendors List. County may obtain Services from any vendor awarded under the Qualified Vendors List and may request quotes or proposals from one or more vendors prior to issuing a Work Authorization.

G. Standards

All Services shall be performed in accordance with applicable professional standards, including, as applicable, Generally Accepted Accounting Principles (GAAP) and other applicable accounting and consulting standards.

Exhibit B Payment Schedule

Compensation under this Agreement shall be based on the rates set forth in this Exhibit B and the pricing established in each Work Authorization. County shall pay Contractor only for Services actually performed and completed pursuant to an executed Work Authorization.

Each Work Authorization shall include a not-to-exceed amount, and Contractor shall not exceed such amount for Services under that Work Authorization without prior written approval.

Hourly Services/Payment

The invoices for Services shall not exceed the rates listed below:

Staff/Personnel	Maximum Rate per Hour
Director/Partner	\$250.00/hour
Manager	\$200.00/hour
Senior Staff	\$185.00/hour
Staff	\$125.00/hour

The hourly rates set forth above represent the maximum rates payable under this Agreement. Actual rates for Services shall be subject to negotiation and shall be established in each Work Authorization, as approved by the County. County shall have no obligation to pay the maximum rates and may negotiate lower rates based on the scope, complexity, and nature of the Services.

Exhibit C Minimum Insurance Requirements

Project: Certified Public Accountant (CPA) Services – Library of Firms
Agency: Accounting Division

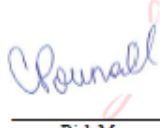
TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		If claims-made form:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
☐ CYBER LIABILITY	N/A		If claims-made form:		
			*Maximum Deductible:	\$100,000	
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN POUNALL Date: 2025.05.29 15:10:24 -04'00' Risk Management Division		

Exhibit D
Work Authorization

Agreement: [Title, Date, Contract Number]

Work Authorization No. _____

This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and Contractor ("Agreement") and is subject to all terms and conditions of the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County's Notice to Proceed until _____ (____) days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

The total fee for Services under this Work Authorization is \$[_____] ("Total Fee").

Contractor shall invoice for Services actually performed in accordance with the Agreement, this Work Authorization, and Exhibit B, as applicable. Invoices must include sufficient detail, including personnel, hours, tasks performed, and progress toward completion, as required by the Contract Administrator.

Approved Subcontractors: _____

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization, effective as of the date the last party signs this Work Authorization.

County

Broward County

Signed: _____

By: _____
(Print Name and Title)

____ day of _____, 202__

By: _____
Contract Administrator

____ day of _____, 202__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

Contractor

By: _____
Authorized Signer

Print Name and Title

____ day of _____, 20__

Exhibit E Security Requirements

A. General Security Requirements:

1. All contractor personnel requiring unescorted access to Broward County facilities must obtain a County-issued contractor identification badge ("contractor ID badge"), unless otherwise specifically stated herein. The requirements for contractor personnel in this document are also required of subcontractor personnel, unless otherwise expressly stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contractors may contact Broward County Security at (954) 357-6000 or FMSecurity@broward.org for the required background screening requirements associated with access to specific facilities.
3. Contractor ID badges must be visible and worn at all times together with the contractor's company/business ID or badge. Requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
4. The issuance of a contractor ID badge for unescorted access to General Facilities requires a Level 1 FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This Level 1 FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
5. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an online application for the County issued contractor ID badge.
6. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When contractor ID badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by their supervisor. Broward County Security will then supply a contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badges. At the termination of the contract and separation of employee services, the contractor is

responsible for the collection and return of all contractor ID badges to the Project Manager and/or to Broward County Security.

7. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
8. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue, Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
9. All contractor personnel must wear distinctive and neat appearing uniforms with the contractor's company name. Subcontractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
10. Contractor personnel will not be allowed unescorted on the job site without a valid contractor ID badge.
11. These General Security Requirements are in addition to any requirements of specific facilities as stated herein. Additional security requirements may also be included in the applicable solicitation or contract or communicated by the Contract Administrator during the contract period.

B. Facilities Critical to Security and Public Safety:

Many Broward County government facilities have areas designated as critical to security and public safety, pursuant to Broward County Code of Ordinances Sections [26-121](#) and [26-122](#), as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) or the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

Any contractor personnel found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. Any contractor personnel with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

C. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on County premises outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members must obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager or other designated escort, and must be under the direct supervision of a foreperson for the contractor. The foreperson must have a contractor ID badge granting access to the applicable building or structure, be aware of the crew members' whereabouts, have completed the appropriate background check for the location and type of work being undertaken, and been issued and is displaying a contractor ID badge.

All members of a night cleaning crew, and all work crew members who will not be escorted when working at a critical County facility, must complete a background investigation appropriate to the requirements of the facility.

D. Other Vendors:

Other vendors, such as delivery personnel and vending machine operators, without a contractor ID badge may obtain a visitor pass for limited, escorted access. Such persons must be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

E. Port Everglades Locations:

1. The Port Everglades Department requires persons to present, at port entry, a valid driver license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, and agents visiting or working on the Port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section [42.6](#). For further information, please call 954-765-4225.
2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and

must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go online to <https://www.tsa.gov/for-industry/twic>.

F. Airport Security Program and Aviation Regulations:

1. Contractors must comply with all security and other applicable requirements of the Federal Aviation Regulations applicable to contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be prescribed by the County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that contractor and subcontractor personnel, including, but not limited to, employees, invitees, and guests of contractor and subcontractor (collectively, "Contractor Personnel") observe these requirements. If required by the Aviation Department, contractors shall conduct background checks of Contractor Personnel in accordance with applicable federal regulations. If as a result of any act or omission of contractor, subcontractor, or Contractor Personnel, the County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations or the rules and regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then contractor shall pay and/or reimburse to the County all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by the County in enforcing this provision. Contractors shall rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. If a contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
2. Access to Security Identification Display Areas and Identification Media. Contractors shall be responsible for requesting the Aviation Department to issue Airport Issued

Identification Media to all Contractor Personnel including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, contractors shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media, the immediate return of the media of Contractor Personnel transferred from the Airport or terminated from the employ of contractor or subcontractor, and the immediate return of all Airport Issued Identification Media issued to all Contractor Personnel upon expiration or termination of contractor's agreement with County. Before an Airport Issued Identification Media is issued to Contractor Personnel, contractors must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that each Contractor Personnel complete security training programs conducted by the Aviation Department. Contractors shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require contractors to conduct background investigations and to furnish certain data on such Contractor Personnel before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of applicants for such media.

3. Operation of Vehicles on the AOA. Unless escorted by an Aviation Department approved escort, before a contractor permits any Contractor Personnel to operate a motor vehicle of any kind or type on the AOA, the contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of the contractor or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
4. Consent to Search/Inspection. Contractor vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractors and subcontractors shall not allow any Contractor Personnel to enter the AOA unless and until such Contractor Personnel has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by contractors or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by any contractor or subcontractor.
5. Nondisclosure Agreement. If any Contractor Personnel are required by a contract with the County to access or otherwise be in contact with Sensitive Security Information

("SSI"), as defined and construed under federal law, such Contractor Personnel will be required to execute a SSI Nondisclosure Agreement provided by the Aviation Department.

G. Water and Wastewater Services (WWS) Security Requirements:

1. Contractors may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. To obtain a WWS ID Badge and/or Access Card and/or Keys, contractor personnel must complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen WWS ID Badge and/or Access Card and/or Keys must be reported to the WWS Security Manager immediately.
4. WWS may terminate access to any contractor personnel who acts inappropriately while on County property. WWS may also contact law enforcement if necessary, to have the contractor personnel removed and/or file charges against them.

H. Parks and Recreation Security Requirements:

1. The awarded contractor ("Contractor") must provide ongoing disclosure throughout the term of its contract with Broward County relative to the criminal background screening required by this Section H.
2. Contractor shall perform criminal background screening as identified in Section H(3) below on contractor personnel who will perform work under its contract in any County park ("collectively referred to as "County Park Property"). Notwithstanding the above, the requirements of this Section H do not apply to independent contractors or subcontractors whose only activities on County Park Property are to make deliveries of goods for the goods or services described in this Contract.
3. Contractor shall not permit any contractor personnel work on County Park Property who:
(i) is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website; or (ii) who has been convicted of or is pending adjudication of any of the following charges: sexual misconduct; adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report such abuse; criminal offenses that constitute domestic violence, whether committed in Florida or

another jurisdiction; murder; manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child; vehicular homicide; killing an unborn child by injury to the mother; assault, battery, and culpable negligence, if the offense was a felony; assault of a minor; battery of a minor; kidnapping; false imprisonment; luring or enticing a child; taking, enticing, or removing a child beyond state limits with criminal intent pending a custody proceeding; carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to a designated person; exhibiting firearms or weapons within 1,000 feet of a school; possessing an electric weapon or device, destructive device, or other weapon on school property; sexual battery; prohibited acts of persons in familial or custodial authority; unlawful sexual activity with a minor; prostitution; lewd and lascivious behavior; lewdness or indecent exposure; arson; burglary; felony voyeurism; felony theft or robbery; felony fraudulent sale of controlled substances; abuse, aggravated abuse, or neglect of an elderly person or disabled adult; lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult; felony exploitation of disabled adults or elderly persons; incest; child abuse, aggravated child abuse, or neglect of a child; contributing to the delinquency or dependency of a child; negligent treatment of children; sexual performance by a child; resisting arrest with violence; depriving a law enforcement, correctional, or correctional probation officer's means of protection or communication; aiding in an escape; aiding in the escape of juvenile inmates in a correctional institution; any offense related to obscene literature; encouraging or recruiting another to join a criminal gang; felony sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver, of a controlled substance to a minor; inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm; harboring, concealing, or aiding an escaped prisoner; introduction of contraband into a correctional facility; sexual misconduct in juvenile justice programs; contraband introduced into detention facilities; a crime under Section 944.35, Florida Statutes; or any attempt, solicitation, or conspiracy to commit any of the crimes included in this section. Each of the foregoing crimes are referred to as a "disqualifying offense."

4. Contractor shall maintain copies of the results of all criminal background screening required by this Section H for the term of its contract with Broward County and shall promptly forward copies of same to the County upon request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager ("Project Manager"), on a monthly basis, a Declaration of Criminal Background Screening in the form provided by the Project Manager, listing the information required therein and affirming the persons listed therein have been background screened as required in Item H(3), above, and have been deemed eligible by Contractor to work on County Park Property. Contractor's first monthly declaration must be provided to the Project Manager before Contractor or any of its subcontractors begin working on County Park Property, and shall include all individuals working on County Park Property and the screening results. After the first monthly declaration, Contractor must submit the monthly declaration on or before the fifth (5th) day of each calendar month for the remainder of

the Contract's term. Except for the annual rescreening referenced below, the monthly declaration need only identify persons newly working on County Park Property or no longer working on County Park Property since the previous monthly declaration. The Project Manager may, in their discretion, permit Contractor to furnish the monthly declaration in an electronic format. Contractor personnel subject to the criminal background screening under this attachment shall be rescreened annually based on the date of each person's initial screening and the results of same included in the applicable monthly declaration.

6. If Contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, showing that a contractor personnel previously deemed eligible by Contractor to work on County Park Property has been arrested on or convicted of a disqualifying offense, Contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Contractor based on the requirements of this Section I, Contractor shall immediately cease allowing such personnel to work on County Park Property. Additionally, Contractor shall require any person background screened pursuant to this Section H to notify Contractor within twenty-four (24) hours of any arrest related to a disqualifying offense that has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its subcontractors who work on County Park Property to be subject to the requirements and obligations of this Section H.
8. The County Administrator may terminate this Agreement immediately for cause, and without an opportunity to cure, by written notice provided to Contractor, for any violation related to Contractor's failure to comply with this Section H. Contractor will not be subject to immediate termination if the County Administrator determines, in their sole discretion, that a violation of this Section H was outside the reasonable control of Contractor, and Contractor has demonstrated to the County Administrator subsequent compliance with the requirements of this Section H.

Last updated: 9/9/24