

**CONTRACT FOR PROFESSIONAL TEAM CONSULTING SERVICES TO THE
FLORIDA COMMISSION ON HURRICANE LOSS PROJECTION METHODOLOGY
BETWEEN
THE STATE BOARD OF ADMINISTRATION OF FLORIDA (THE “BOARD” OR
“SBA”)
AND
METAPHORZ, LLC (THE “CONTRACTOR”)**

WHEREAS, under section 627.0628, Florida Statutes, the Florida Commission on Hurricane Loss Projection Methodology (the “Commission”) is administratively assigned to the Board, and its expenses and staff are provided by the Florida Hurricane Catastrophe Fund (the “FHCF”), which is administered by the Board under section 215.555, Florida Statutes, and

WHEREAS, the Board, on behalf of the Commission, issued a Request for Qualifications (“RFQu”) on September 24, 2019, for Professional Team Consulting Services, and

WHEREAS, the Contractor responded to the RFQu and was selected by the RFQu evaluation team for recommendation to the Chief Operating Officer of the FHCF, and

WHEREAS, the Contractor was approved by the Chief Operating Officer of the FHCF to provide Professional Team Consulting Services, and

WHEREAS, the Board desires to retain the services of the Contractor to provide Professional Team Consulting Services, and the Contractor is willing and able to provide the Consulting Services, as set out in this Contract,

NOW, THEREFORE, in consideration of mutual promises hereinafter set forth, the parties agree as follows:

1. PROFESSIONAL TEAM CONSULTING SERVICES.—Subject to the terms and conditions of this Contract, upon assignment by the Board or the FHCF, the Contractor shall provide Professional Team Consulting Services to the Commission. The Contractor shall provide such services as a member of a team of professionals engaged to provide Professional Team Consulting Services to the Commission. The Professional Team Consulting Services shall consist primarily of model evaluation services as set forth in Schedule A to this Contract. Additional services, as provided for in paragraph 4 may also be provided pursuant to this Contract.

2. ATTENDANCE AT COMMISSION MEETINGS.—The Contractor shall attend

meetings of the Commission as directed by the FHCF or the Board.

3. COMPENSATION AND EXPENSES.—As compensation for the Professional Team Consulting Services listed in Schedule A, the Contractor shall be paid \$190 per hour. The maximum daily hours which may be billed is 10 hours per day for on-site visits and 8 hours per day for all other work days, unless approved otherwise by the Board or FHCF, but not to exceed 10 hours per day for such other work days. There is no carry-over of hours from one day to another day. The hourly rate is applicable only to actual time worked. The Board agrees to reimburse the Contractor for reasonable and necessary expenses incurred for travel to Board meetings, Commission meetings, and on-site visits, subject to maximums for travel provided by section 112.061, Florida Statutes, and any other applicable laws or rules. All other expenses of the Contractor, including, but not limited to, mailing and telephone expenses, copying costs, and overhead costs, are to be paid by the Contractor. Compensation rates shall be subject to review during the term of this Contract. The Board may terminate this Contract without prior notice if the Contractor fails to comply with any provision of this paragraph.

4. ADDITIONAL SERVICES.—If the Board or the FHCF requests the Contractor to provide additional services that are not set forth in Schedule A to this Contract, the parties will agree in advance, in writing, on an estimate of the cost of those additional services. When additional services are being provided pursuant to an estimate and it appears that the previously agreed to estimated cost will be exceeded, the parties shall agree, in writing, to a new estimate of costs in order for the additional services to be eligible for compensation under this Contract. All other expenses of the Contractor, including, but not limited to, mailing and telephone expenses, copying costs, salaries, and overhead costs, are to be paid by the Contractor.

5. PERFORMANCE OF SERVICES.—The Contractor represents that Paul Fishwick will personally and exclusively perform all services pursuant to this Contract on behalf of the Contractor. The Contractor agrees that this Contract may not be assigned or divided and that no subcontractors may be used to fulfill the requirements of this Contract. Contractor shall perform its services with the skill and care ordinarily employed by similar professionals performing similar services for similar projects in the same vicinity (“Standard of Care”).

6. CHANGES IN CIRCUMSTANCES.—The Contractor shall provide the Board with at least two weeks’ advance notice of any planned changes in the Contractor’s circumstances that could or will affect the Contractor’s provision of Professional Team Consulting Services under this Contract, and shall immediately notify the Board of any such unplanned changes. The term “changes” as used in this paragraph does not include termination under paragraph 16. This Contract may be unilaterally canceled by the Board upon the Contractor’s insolvency.

7. FLORIDA PUBLIC RECORDS LAW.—Notwithstanding any other provision of this Contract, the Contractor acknowledges and agrees that the State Board of Administration of

Florida is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Contract, the provisions and procedures of Chapter 119, Florida Statutes will prevail. To the extent applicable, the Contractor shall comply with Chapter 119, Florida Statutes. In particular, the Contractor shall:

(a) Keep and maintain public records required by the SBA in order to perform the services under this Contract.

(b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and also, if the Contractor does not transfer the records to the SBA, following completion of the Contract.

(d) Upon completion of the Contract, transfer, at no cost, to the SBA all public records in the Contractor's possession or keep and maintain public records that were required by the SBA to perform the Professional Team Consulting Services. If the Contractor transfers all public records to the SBA upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. The Contractor shall provide all records that are stored electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

**STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406**

8. CONTRACTOR'S DUTY TO MAINTAIN CONFIDENTIAL INFORMATION; RECORDS RETENTION; CONFIDENTIALITY OF SYSTEMS, PROCESSES, AND SOFTWARE; DATA SECURITY.—

(a) The Contractor agrees that any information made available to it which it receives or reviews while undertaking the model evaluation duties and other responsibilities under this Contract, other than information released to the Commission or to the general public, is confidential and shall not be disseminated to Commission members or anyone outside of the Board. Further, the model being evaluated contains proprietary business information, and the Contractor hereby agrees not to disclose any confidential or proprietary information for any purpose other than for the fulfillment of its responsibilities to the Board under this Contract without first having received express written permission from the Board and a duly authorized representative of the company owning the model. The Contractor shall maintain strict confidentiality of any confidential or proprietary information made available while performing duties pursuant to this Contract, and hereby agrees that this confidentiality shall not expire upon the termination of this Contract, but shall survive unless and until the Contractor receives express written permission from the Board and the company owning the model to release or disseminate the information.

(b) The Contractor shall retain all records applicable or relevant to this Contract received by the Contractor or created by the Contractor in the course of performing the services in this Contract in a secure manner that protects the confidentiality of the records. Except to the extent required by applicable professional standards or to the extent that such records are included in the backup systems of the Contractor, the Contractor shall destroy these records no earlier than the date specified by the SBA. At the end of the applicable retention period, the Contractor shall destroy the documents in a manner that protects the confidentiality of the records.

(c) The Contractor agrees to maintain the confidentiality of any of the Board's non-commercial and unique systems, processes, or software that would reasonably constitute trade secrets during the term of this Contract and after termination of this Contract, and agrees, during the term of this Contract and after termination of this Contract, not to use or disclose any such trade secrets or knowledge thereof for the benefit of any party other than the Board. The Contractor acknowledges that such use or disclosure may be subject to criminal penalties under section 812.081, Florida Statutes. For purposes of this Contract, the term "trade secret" includes any scientific, technical, or commercial information that is secret, of value, used in the execution of the FHCF's statutory powers and duties, and the use of which would provide an advantage to any party other than the Board.

(d) The Contractor shall without delay notify the FHCF upon becoming aware of any security breach, unauthorized use or transmission of data, or alleged or suspected security violation.

(e) If the Contractor possesses or has access to SBA Data, the Contractor shall annually disclose to the FHCF its written procedures for securing and destroying the records.

(f) This section does not affect the Contractor's ownership rights as to administrative records, pre-existing intellectual property, or intellectual property developed by the Contractor unrelated to the scope of services under this Contract.

(g) The process for retention, return, and destruction of electronic records is subject to the approval of the FHCF and shall comply with applicable professional standards and the Florida Public Records Law, Chapter 119, Florida Statutes.

(h) If SBA Data will reside in the Contractor's system, the SBA may conduct, or may request the Contractor to conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system(s) on which SBA Data resides.

(i) No SBA Data will be transmitted or shipped to entities outside of the United States of America, nor will it be stored or processed in systems located outside of the United States of America, regardless of the method or level of encryption employed. Access to SBA Data shall only be available to authorized Contractor Representatives that have a legitimate business need.

(j) The Contractor shall encrypt all data transmissions containing Confidential Information using an SBA approved encryption technology.

(k) The Contractor shall maintain and secure adequate back-ups of all documentation and programs utilized to process or access SBA Data.

9. RIGHT TO AUDIT.—

(a) The Board shall have the right, in its sole discretion, to audit or cause to be audited any of Contractor's time, billing, and reimbursable expense records necessary to verify compliance with the terms and provisions of this Contract. This right to audit shall extend throughout the term of this Contract and for a period of three years after final payment.

(b) In conducting the audit, the SBA shall have access to the Contractor's premises where the work is being performed and relevant records during the Contractor's normal business hours, and the SBA shall have the right to have one or more members of its staff present at all times.

(c) The Contractor shall use commercially reasonable efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with the audit, including the duty to make knowledgeable personnel available to assist and to respond to reasonable inquiries and requests of the SBA. The Contractor shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to the Contractor by the SBA. The Contractor acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.

(d) Except as set forth herein, the SBA shall bear the costs of the audit unless the SBA determines that the Contractor overcharged the SBA or that the Contractor engaged in any fraud, misrepresentation or willful misconduct, in which event the Contractor must reimburse the SBA for any overpayment received from SBA and the direct costs of the audit. The Contractor's reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of the Contractor's additional reimbursement obligation hereunder.

10. LIMITATION OF LIABILITY.—The Contractor's aggregate liability arising out of or relating in any way to the Professional Team Consulting Services or other services performed under this Contract or for damages for any cause whatsoever and regardless of the form of action, whether in contract or in tort, shall not exceed the amount paid to the Contractor by the Board for the services that are the subject of the dispute. In no event will the Contractor be liable for incidental, special, or consequential damages, including lost revenues or profits, even if Contractor has been advised of the possibility of such damages. Further, in no event will the Contractor be liable by virtue of this Contract for any claim made by any third party related to the Professional Team Consulting Services or other services performed under this Contract. This paragraph shall be enforced to the fullest extent permitted under Florida law.

11. CONFLICTS OF INTEREST.—

(a) During the term of this Contract neither the Contractor nor any salaried employee of the Contractor shall have or hold any employment or contractual relationship with any related person who performs any work in connection with any modeling organization that is involved with the FHCF or Commission or which performs other services in connection with this Contract without full disclosure to and written approval by the FHCF staff prior to the time the outside written work is to begin. The term "related person" as to natural persons means a spouse, parent, siblings, or children of the Contractor's owner or salaried employee(s), and as to legal entities means any entity in which the Contractor, its owner, or any salaried employee or close family members of the Contractor's owner or salaried employee(s) (spouse, parents, siblings, children) own or controls, in the aggregate, 5% or more of the entity.

(b) The Contractor agrees to promptly notify the Board should a conflict of interest, real or

apparent, arise between its work pursuant to this Contract and its provision of services to any other person or entity. This Contract may be unilaterally cancelled by the Board, without 30 days' notice, upon the Contractor's failure to notify the Board of any conflict and the Contractor shall make full reimbursement to the Board of all fees paid to the Contractor by the Board for any services found by the Board to be conflicted.

12. INVOICES.—Invoices shall contain detailed records documenting the hours billed, in quarter hour increments, with a description of the services provided and the modeling organization to which the services relate, if applicable, for the time billed. The Contractor shall submit invoices monthly while performing services. The Board shall remit payment to the Contractor within 30 working days of receipt of the invoice from the Contractor. Invoices shall be mailed or e-mailed to the Board at:

Florida Hurricane Catastrophe Fund
ATTN: Ramona Worley
P.O. Box 13300
Tallahassee, FL 32317-3300

E-mailed invoices are to be sent to Ramona Worley at ramona.worley@sbafla.com.

13. SBA FRAUD HOTLINE.—The Board maintains a fraud hotline at (800) 547-9180 to encourage individuals to report suspected Board-related fraud, theft, or financial misconduct on an anonymous basis. The hotline is operated 24 hours a day, 7 days a week, by an independent company and tips are anonymously referred to the Inspector General of the Board. The Contractor agrees to report any suspected Board-related fraud, theft, or financial misconduct on an anonymous basis to this hotline.

14. SBA HARASSMENT PREVENTION POLICY.—The Contractor hereby affirms its receipt of SBA Policy No. 10-254, Harassment Prevention Policy, from the Board and hereby agrees to avoid harassment, as that term is defined in Policy No. 10-254, of any individual whom the Contractor comes into contact with while working on matters pursuant to this Contract.

15. SBA COMMUNICATIONS AND EXTERNAL AFFAIRS POLICY.—The Contractor hereby affirms its receipt of SBA Policy No. 10-004, Communications and External Affairs Policy, from the Board. The Contractor agrees that it shall comply with the Communications and External Affairs Policy, and such modifications to the policy as may be provided to the Contractor from time to time, to the fullest extent that the Communications and External Affairs Policy applies to the Contractor. All communications from external parties regarding the Board or the Board's affairs are to be referred to the Board's Manager of External Affairs. This section shall not prevent the Contractor from telling external parties that it provides Professional Team Consulting Services to the Commission.

16. SBA DATA SECURITY POLICIES.—The Contractor hereby confirms its receipt of, and agrees to comply with, the provisions of the following SBA policies, as amended by the SBA from time to time: SBA Policy No. 20-404, Remote Access; SBA Policy No. 20-411, Anti-Virus; and SBA Policy No. 10-409, Confidential/Sensitive Electronic Data Handling.

17. FLORIDA TRANSPARENCY IN CONTRACTING INITIATIVE.—Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. Metaphorz, LLC hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.

18. NOTICES.—All notices required under this Contract, except notices of termination, may be made by e-mail, U.S. Mail or by a commercial delivery service such as United Parcel Service or Federal Express. Notices of Termination shall be in writing and sent by certified mail to the other party. Notices to the Board which are mailed are to be addressed as follows:

Florida Hurricane Catastrophe Fund
State Board of Administration of Florida
P.O. Box 13300
Tallahassee, FL 32317-3300

Notices to the Board which are delivered by commercial delivery service are to be addressed as follows:

Florida Hurricane Catastrophe Fund
State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308

Notices to the Contractor which are mailed or delivered by commercial delivery service are to be addressed as follows:

Metaphorz, LLC
Paul Fishwick, Managing Member
6705 Greyhawk Circle
Plano, Texas 75024

19. TERMINATION.—The contractual arrangement set out herein may be terminated by either party at any time, without penalty or damages, upon 30 days' advance notice in writing.

Termination of the contractual arrangement shall not affect the right of either party to bring an action against the other with respect to the Contract.

20. GOVERNING LAW.—This Contract shall be governed by, construed under, and interpreted in accordance with the laws of the State of Florida without regard to conflicts of laws principles. Any proceedings arising out of this Contract shall be conducted in the state courts located in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of those courts.

21. SEVERABILITY.—If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, and this Contract shall be construed and enforced as if such provision had not been included.

22. TERM.—This Contract takes effect July 1, 2020, and terminates on June 30, 2025.

23. ENTIRE UNDERSTANDING.—This Contract, including Schedule A, embodies the entire understanding of the parties, supersedes any prior agreements or understandings with respect to the subject matter hereof, and cannot be altered, amended, supplemented, or abridged, or any provisions waived except by written agreement of the parties as herein provided.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

**STATE BOARD OF
ADMINISTRATION OF FLORIDA**

[Redacted Signature]

Ashbel C. Williams
Executive Director & CIO

Date: 3/9/2020

METAPHORZ, LLC

[Redacted Signature]

Paul Fishwick

Date: 03/02/2020

Approved as to legality:

[Redacted Signature]

Craig A. Meyer
Assistant General Counsel

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FLORIDA COMMISSION ON HURRICANE LOSS PROJECTION METHODOLOGY
BETWEEN
THE STATE BOARD OF ADMINISTRATION OF FLORIDA (THE “BOARD”)
AND
METAPHORZ, LLC (THE “CONTRACTOR”)**

SCHEDULE A

The Professional Team Consulting Services, as requested by the Board or the Florida Hurricane Catastrophe Fund, to be provided under the above-referenced Contract include, but are not limited to, the following:

1. Participate in preparations and discussions with the Commission, Board staff, and other Professional Team members prior to on-site reviews to evaluate the compliance of hurricane models with the standards as provided in the *Hurricane Standards Report of Activities*. The on-site review is conducted in conjunction with the Process for Determining the Acceptability of a Computer Simulation Hurricane Model also provided in the *Hurricane Standards Report of Activities*.
2. Participate in preparations and discussions with the Commission, Board staff, and other Professional Team members prior to on-site reviews to evaluate the compliance of flood models with the standards as provided in the *Flood Standards Report of Activities*. The on-site review is conducted in conjunction with the Process for Determining the Acceptability of a Computer Simulation Flood Model also provided in the *Flood Standards Report of Activities*.
3. Study, review, and develop an understanding of responses and materials provided to the Commission by the modeling organizations.
4. Participate with the Commission, Board staff, and other Professional Team members in developing, reviewing, and revising hurricane and flood model tests, evaluations, and on-site review questions.
5. While on-site, verify, evaluate, and observe the techniques and assumptions used in the hurricane or flood model for each Professional Team member’s area of expertise.
6. Identify and observe how various assumptions affect the hurricane and flood models so as to identify to the Commission various sensitive components/aspects of the hurricane and flood models.
7. Discuss the hurricane or flood model with the modeling organization’s professional staff to gain a clear understanding and confidence in the operation of the hurricane or flood model and its description as provided to the Commission.

8. Participate in the administration of on-site tests.
9. Participate in the preparation of written reports and presentations to the Commission.
10. Participate as needed in Commission meetings.
11. Cooperate and work with other Professional Team members and Board staff in accomplishing the goals of the Commission.
12. Perform other analytical work associated with the Commission's responsibilities, as required.
13. Provide consulting services to the Florida Hurricane Catastrophe Fund on an as-needed basis as requested by the Board.



**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

1801 HERMITAGE BOULEVARD, SUITE 100
TALLAHASSEE, FLORIDA 32308
(850) 488-4406

POST OFFICE BOX 13300
32317-3300

RON DESANTIS
GOVERNOR
CHAIR

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

ASHLEY MOODY
ATTORNEY GENERAL

ASH WILLIAMS
EXECUTIVE DIRECTOR & CIO

MEMORANDUM

Date: March 2, 2020

To: **Kent Perez**
Deputy Executive Director

From: **Ash Williams**
Executive Director & CIO

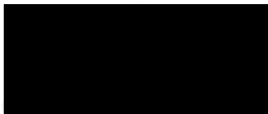
Subject: Delegation of Authority

I will be out of the office from **8:00 a.m., Monday, March 2, 2020** through **5:00 p.m. on Friday, March 6, 2020**. I hereby appoint **Kent Perez** as my designee to carry out the duties and responsibilities that have been delegated to me by the members of the State Board of Administration/Executive Director.

Prior to carrying out these duties and responsibilities, **Kent** will consult and coordinate with Executive Service Staff and other employees of the State Board of Administration, as needed.

If, because of unforeseen circumstances, this absence from the office extends beyond **5:00 p.m. on Friday March 6, 2020**, the delegate listed above will continue to be my designee as described above for a reasonable period thereafter.

X



Ash Williams

Input Name

cc: Executive Service Staff
WorkSmart Portal