

**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  
PEGROUP CONSULTING ENGINEERS, INC. (THE “CONTRACTOR”)**

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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 August 29, 2024, for Professional Team Consulting Services, and

WHEREAS the Contractor responded to the RFQu and was selected to provide Professional Team Consulting Services to the Commission, 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 \$265 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 workdays, unless approved otherwise by the Board or FHCF, but not to exceed

10 hours per day for such other workdays. There is no carry-over of hours from one day to another day. The hourly rate is applicable only to actual time worked and should not include time billed solely for travel. The Board agrees to reimburse the Contractor for reasonable and necessary expenses incurred for travel to meetings requested by the Board or the FHCF, Commission meetings, and on-site reviews, subject to maximums for travel provided by section 112.061, Florida Statutes the Board Travel Policy 10-052, and any other applicable laws or rules. All other expenses of the Contractor, including, but not limited to, mailing and telephone expenses, travel time, copying costs, and overhead costs, are to be paid by the Contractor. The Contractor shall remit travel reimbursement expense reports no later than 20 business days after the end of travel. Failure to remit travel reimbursement expense reports timely will result in a 5 percent reduction for each month or part of a month until the travel reimbursement expense report is submitted. 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, travel time, copying costs, salaries, and overhead costs, are to be paid by the Contractor.

5. PERFORMANCE OF SERVICES. —The Contractor represents that Gregory S. McLellan will personally and exclusively perform all services pursuant to this Contract. 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  
SBAContracts\_DL@sbafla.com**

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

(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) 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.

#### 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. FLORIDA INDEMNIFICATION AND LIMITATION OF REMEDIES. —

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. Notwithstanding any other provision of this Contract, the SBA, as an entity of the State of Florida, is prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999. The SBA is also prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt, the SBA does not agree to arbitration). See Florida Attorney General Opinion 85-66, dated August 23, 1985. 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 daily 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. Failure to remit invoices timely will result in a 5 percent reduction for each month or part of a month until the invoice is submitted. The Board shall remit payment to the Contractor within 30 working days of receipt of the invoice from the Contractor. Invoices shall be emailed to the Board at: [FHCF.invoices@sbafla.com](mailto:FHCF.invoices@sbafla.com).

13. SBA FRAUD HOTLINE. —The Board maintains a fraud hotline at (888) 876-7548 to encourage individuals to report suspected Board-related fraud, theft, or financial misconduct on an anonymous basis. The online complaint system is available 24/7, while the hotline number is operated Monday-Saturday from 8:00 a.m. to 10:00 p.m. and Sunday from 9:00 a.m. to 3:00 p.m. 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. 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. PEGroup Consulting Engineers, Inc. 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.

17. 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:

PEGroup Consulting Engineers, Inc.  
c/o Gregory S. McLellan  
1040 Weston Road, Suite 210

18. 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.

19. 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.

20. 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.

21. TERM. —This Contract takes effect on July 1, 2025, and terminates on June 30, 2030, unless extended in writing by mutual agreement of the parties or terminated according to paragraph 19.

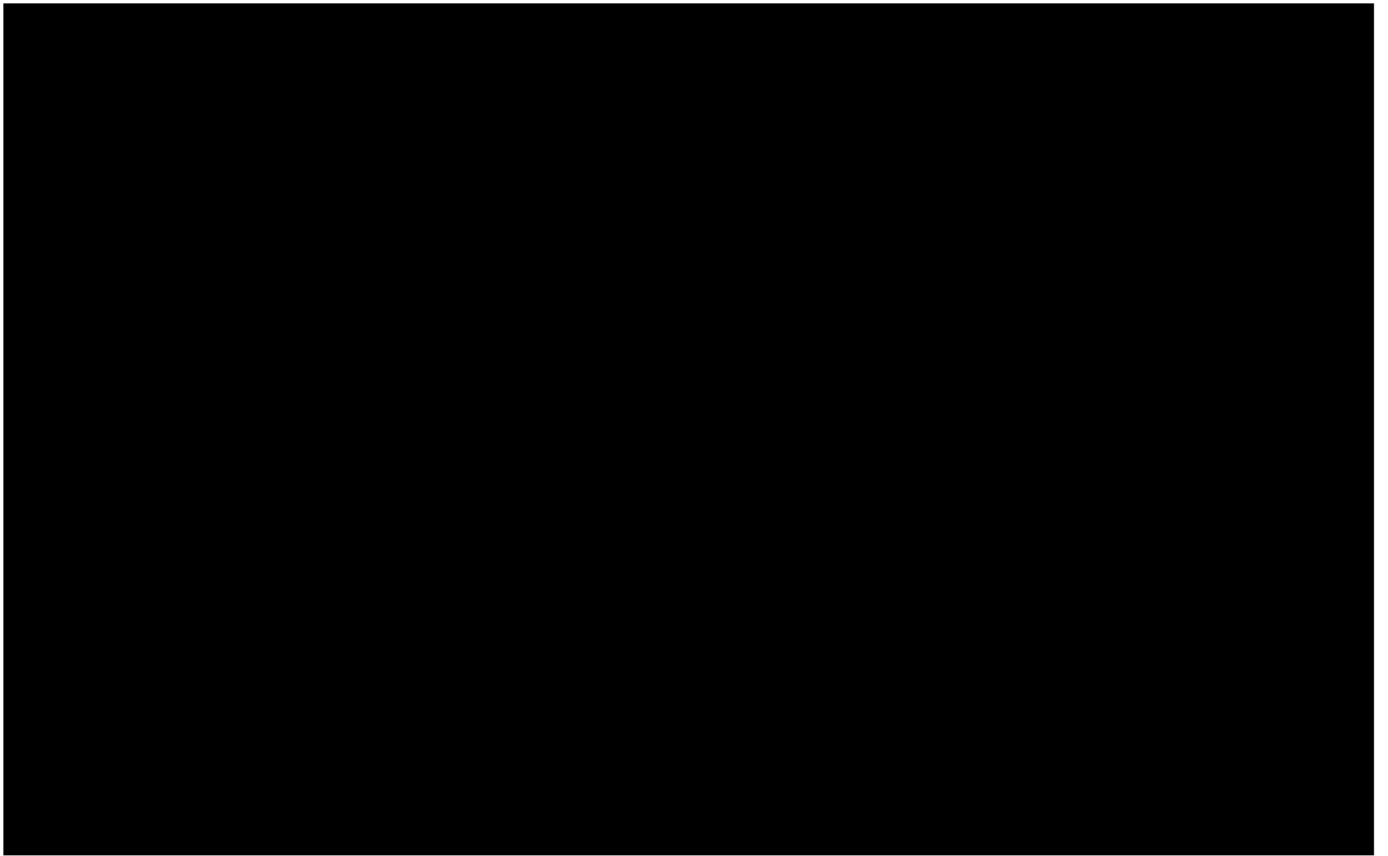
22. ENTIRE UNDERSTANDING. —This Contract, including Schedule A and Appendix A, embodies the entire understanding of the parties, supersedes any prior agreements or understandings with respect to the subject matter hereof, and cannot be altered, amended, supplemented, or abridged, or any provisions waived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

23. APPENDIX A. — (General Terms and Conditions) is incorporated into this Contract. In the event of a conflict between this Contract and Appendix A, the terms of Appendix A will prevail and control.

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

**(Signature Page Follows)**





**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”)  
AND PEGROUP CONSULTING ENGINEERS, INC. (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 or FHCF.

## **1. GENERAL TERMS**

### **1.1. AGREEMENT TRANSPARENCY**

Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational Agreements on its website, and this Agreement will be one of the agreements posted. Tullis Hydraulic Engineering Consulting 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.

### **1.2. CONFIDENTIAL INFORMATION**

Tullis Hydraulic Engineering Consulting agrees to keep confidential any and all SBA information it obtains in the course of providing the services set forth in this Agreement except to the extent otherwise required to be disclosed by any applicable federal or state law provided that prior to any such disclosure pursuant to applicable law Tullis Hydraulic Engineering Consulting shall give the SBA prompt written notice and Tullis Hydraulic Engineering Consulting shall use all reasonable efforts, in good faith, to provide the SBA the opportunity to quash or abate such legal process or seek a protective order.

### **1.3. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, and when each party has executed at least one counterpart, this Agreement shall be deemed to be one and the same document.

### **1.4. FRAUD HOTLINE**

The SBA maintains a fraud hotline at (888) 876-7548 to encourage individuals to report suspected SBA-related fraud, theft, or financial misconduct on an anonymous basis. Within 30 days following the effective date of this Agreement, Tullis Hydraulic Engineering Consulting agrees to communicate this hotline information to those of its employees that are responsible for providing services under this contract. Tullis Hydraulic Engineering Consulting also agrees to re-communicate this hotline information at the request of the SBA.

### **1.5. GOVERNING LAW; VENUE**

This Agreement shall be governed by, construed under and interpreted in accordance with laws of the State of Florida without regard to conflict of law principles. Any proceedings to resolve disputes regarding or arising out of this Agreement 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.

### **1.6. INDEMNIFICATION**

Tullis Hydraulic Engineering Consulting agrees to protect, indemnify, defend and hold harmless the SBA, its trustees, officers and employees from and against any and all costs, claims, demands, damages, losses, liabilities and expenses (including reasonable counsel fees and expenses, and investigation, collection, settlement and litigation costs) resulting or arising from or in any way related to Tullis Hydraulic Engineering Consulting's breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of the Agreement.

### **1.7. SUBCONTRACTOR/AGENTS**

Tullis Hydraulic Engineering Consulting shall be responsible and accountable for the acts or omissions of Tullis Hydraulic Engineering Consulting Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Agreement. Tullis Hydraulic Engineering Consulting agrees to impose the requirements of this Agreement on all Tullis Hydraulic Engineering Consulting Representatives, which includes Tullis Hydraulic

Engineering Consulting's officers, directors, employees, agents, contractors, subcontractors and consultants, including affiliates thereof assisting in the performance of the Agreement, and Tullis Hydraulic Engineering Consulting shall execute a written agreement with each such Tullis Hydraulic Engineering Consulting Representative containing equivalent terms to this Agreement.

## **1.8. RIGHT TO AUDIT**

- a. During the term of the Agreement and for a period of ten (10) years after the expiration or termination of the Agreement, the SBA shall have the right to have any person or entity designated by the SBA, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to the Agreement and/or the subject matter of the Agreement (the "Records"). In the event such right is exercised and upon no less than ten (10) business days' prior written notice by the SBA, Tullis Hydraulic Engineering Consulting agrees to permit reasonable access to its premises and the Records during Tullis Hydraulic Engineering Consulting's normal business hours. The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of the Agreement and for a period of ten (10) years after the expiration or termination of the Agreement (or for any longer period of time that may be required by any applicable law relating to the retention of Records), Tullis Hydraulic Engineering Consulting shall maintain and retain the Records, at its sole expense. In the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the ten (10)-year access and/or retention periods described herein, then this Right to Audit section shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA's or the SBA designee's reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Right to Audit section may include, without limitation, Tullis Hydraulic Engineering Consulting's compliance with the terms of the Agreement, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA's funds.
- b. Tullis Hydraulic Engineering Consulting shall use best efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with any inspection, review and/or audit under this Right to Audit Section including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. Tullis Hydraulic Engineering Consulting shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to Tullis Hydraulic Engineering Consulting by the SBA and/or its designees, and Tullis Hydraulic Engineering Consulting shall provide a copy of all such responses to the SBA. Tullis Hydraulic Engineering Consulting acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.
- c. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Right to Audit Section. However, in the event the SBA and/or its designees conclude that Tullis Hydraulic Engineering Consulting overcharged the SBA or that Tullis Hydraulic Engineering Consulting engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then Tullis Hydraulic Engineering Consulting shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA's request for reimbursement thereof. Tullis Hydraulic Engineering Consulting'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 Tullis Hydraulic Engineering Consulting's additional reimbursement obligation hereunder.

### **1.9. PUBLIC RECORDS**

Notwithstanding any provision in this agreement between the parties, Tullis Hydraulic Engineering Consulting acknowledges and agrees that the SBA 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 Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail. To the extent applicable, Tullis Hydraulic Engineering Consulting shall comply with Chapter 119, Florida Statutes. In particular, Tullis Hydraulic Engineering Consulting shall:

- a. Keep and maintain public records required by the SBA in order to perform the services under the Agreement;
- 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 Agreement and following completion of the Agreement if Tullis Hydraulic Engineering Consulting does not transfer the records to the SBA; and
- d. Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in Tullis Hydraulic Engineering Consulting's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If Tullis Hydraulic Engineering Consulting transfers all public records to the SBA upon completion of the Agreement, Tullis Hydraulic Engineering Consulting shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tullis Hydraulic Engineering Consulting keeps and maintains public records upon completion of the Agreement, Tullis Hydraulic Engineering Consulting shall meet all applicable requirements for retaining public records. Tullis Hydraulic Engineering Consulting 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 TULLIS HYDRAULIC ENGINEERING CONSULTING HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TULLIS HYDRAULIC ENGINEERING CONSULTING'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION OF FLORIDA  
POST OFFICE BOX 13300  
TALLAHASSEE, FL 32317-3300  
(850) 488-4406  
SBAContracts\_DL@SBAFLA.COM**

**1.10. E-VERIFY**

In accordance with section 448.095(5), Florida Statutes, Tullis Hydraulic Engineering Consulting shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. Tullis Hydraulic Engineering Consulting acknowledges that SBA is subject to and Tullis Hydraulic Engineering Consulting agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

**2. DATA SECURITY****2.1. DATA SECURITY STANDARDS**

Tullis Hydraulic Engineering Consulting shall comply with either the provisions of applicable SBA policies (SBA Policy #20-404 Remote Access; SBA Policy #20-411 Anti-Virus; and SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling), as amended from time to time, or NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard. Tullis Hydraulic Engineering Consulting will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard.

**2.2. NONDISCLOSURE**

SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. Tullis Hydraulic Engineering Consulting shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity except as authorized by the SBA or as required by law. For purposes of this Section 2, Data Security, "SBA Data" means all data accessed, created, maintained, obtained, processed, stored, or transmitted by Tullis Hydraulic Engineering Consulting in the course of performing the Agreement and all information derived therefrom.

**2.3. LOSS OR BREACH OF DATA**

Tullis Hydraulic Engineering Consulting shall provide immediate notice to the SBA in the event it becomes aware of any security breach or any unauthorized transmission or loss of any SBA Data. In the event of loss or destruction of any SBA Data where such loss or destruction is due to the fault or negligence of Tullis Hydraulic Engineering Consulting, Tullis Hydraulic Engineering Consulting shall be responsible for recreating such lost or destroyed data in the manner and on the schedule set by the SBA, at Tullis Hydraulic Engineering Consulting's sole expense, in addition to any other damages the SBA may be entitled to by law or this Agreement. In the event lost or damaged data is suspected, Tullis Hydraulic Engineering Consulting will perform due diligence, report findings to the SBA, and take all reasonable measures necessary to recover the data, all at Tullis Hydraulic Engineering Consulting's sole expense. If such data is unrecoverable, Tullis Hydraulic Engineering Consulting will pay all costs to remediate and correct the problems caused by or resulting from each loss or destruction of data (including, without limitation, the cost to notify third parties and to provide credit monitoring services to third parties), in addition to any other damages the SBA may be entitled to by law or this Agreement. Tullis Hydraulic Engineering Consulting acknowledges that failure to maintain security that results in a breach of data may subject this Agreement to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes, together with liability for any costs to the SBA of such breach of security caused by Tullis Hydraulic Engineering Consulting.

**2.4. SECURITY AUDITS**

If SBA Data will reside in Tullis Hydraulic Engineering Consulting's system, the SBA may conduct, or may request Tullis Hydraulic Engineering Consulting to conduct at Tullis Hydraulic Engineering Consulting's expense, an annual network penetration test or security audit of Tullis Hydraulic Engineering Consulting's system(s) on which SBA Data resides. If the term of the Agreement is less than a year long, the penetration test or security audit of Tullis Hydraulic

Engineering Consulting's system(s) on which SBA Data resides, may be exercised at any time during the term of the Agreement.

## **2.5. DATA PROTECTION**

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 Tullis Hydraulic Engineering Consulting Representatives that have a legitimate business need. For purposes of this Addendum, "Tullis Hydraulic Engineering Consulting Representatives" means Tullis Hydraulic Engineering Consulting's officers, directors, employees, agents, contractors, subcontractors and consultants (including affiliates thereof). Requests for access to the SBA's information technology resources shall be submitted to the SBA's Support and Office Services ("Help Desk") staff. With the SBA's approval, Tullis Hydraulic Engineering Consulting Representatives may be granted access to SBA information technology resources as necessary for fulfillment of related responsibilities. Prior to the provision of access to SBA information technology resources, Tullis Hydraulic Engineering Consulting agrees to provide the Tullis Hydraulic Engineering Consulting Representative a written copy of the SBA's Systems Use Terms as defined in Section 3 (which may be amended by the SBA from time to time in the SBA's sole discretion upon providing notice to Tullis Hydraulic Engineering Consulting) (the "Systems Use Terms"). At such time as the SBA provides access to SBA technology resources, Tullis Hydraulic Engineering Consulting and any Tullis Hydraulic Engineering Consulting Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Terms (as defined above). Further, Tullis Hydraulic Engineering Consulting agrees to be responsible in the event any Tullis Hydraulic Engineering Consulting Representatives breach any of the terms set forth in Section 3. Remote connections are subject to detailed monitoring as deemed appropriate by the SBA.

## **2.6. ENCRYPTION**

Tullis Hydraulic Engineering Consulting shall encrypt all SBA Data, in transmission and at rest, using an SBA approved encryption technology.

## **2.7. BACK-UPS**

Tullis Hydraulic Engineering Consulting shall maintain and secure adequate back-ups of all documentation and programs utilized to process or access SBA Data.

## **2.8. DATA SECURITY PROCEDURES**

Tullis Hydraulic Engineering Consulting has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data. Tullis Hydraulic Engineering Consulting shall develop data security procedures to ensure only authorized access to data and databases by Tullis Hydraulic Engineering Consulting Representatives for purposes of performing the Agreement and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Agreement or the SBA. Tullis Hydraulic Engineering Consulting shall ensure that access to data and databases by Tullis Hydraulic Engineering Consulting Representatives will be provided on a need to know basis and will adhere to the principle of least privilege. (The principle of least privileged means giving a user account only those privileges which are essential to perform its intended function.)

## **2.9. OWNERSHIP OF DATA**

Tullis Hydraulic Engineering Consulting shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. Tullis Hydraulic Engineering Consulting will not sell, assign, lease, or otherwise transfer any SBA Data to third parties, or commercially exploit SBA Data, except as authorized by the SBA. Tullis Hydraulic Engineering Consulting will not possess or assert any lien or other right against or to any SBA Data in any circumstances. SBA Data is and shall remain the exclusive property of the SBA.



SBA Data created by Tullis Hydraulic Engineering Consulting, obtained by Tullis Hydraulic Engineering Consulting from a source other than the SBA, or derived from SBA Data will become property of the SBA immediately upon the creation, receipt or derivation of such data, as applicable.

## **2.10. BACKGROUND CHECKS**

Tullis Hydraulic Engineering Consulting shall confirm that their representatives (which includes Tullis Hydraulic Engineering Consulting's officers, directors, employees, agents, contractors, subcontractors and consultants, including affiliates thereof) assisting in the performance of the Agreement have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Agreement, before being provided access to SBA Data. Upon the SBA's request, Tullis Hydraulic Engineering Consulting shall provide to the SBA an attestation that the foregoing background checks have been completed.

## **2.11. COMPLIANCE**

Tullis Hydraulic Engineering Consulting represents and warrants that it is in compliance with and agrees and covenants that it will at all times during the term of the Contract continue to be compliant with, all applicable laws, regulations and industry standards (including, without limitation, all applicable laws, regulations and industry standards relating to cybersecurity or data collection, storage, security or privacy).

## **2.12. RETURN/DESTRUCTION OF SBA DATA**

Tullis Hydraulic Engineering Consulting shall not at any time destroy any SBA Data without the prior written consent of the SBA. If requested by the SBA, within 30 days of the completion, termination or expiration of the Agreement, Tullis Hydraulic Engineering Consulting will transfer SBA data to the SBA (if so directed by the Agreement), or, unless otherwise required by any applicable law (including, for the avoidance of doubt, Florida's record retention laws), destroy all SBA data possessed by Tullis Hydraulic Engineering Consulting. Tullis Hydraulic Engineering Consulting shall provide the SBA documentation affirming the completion of any SBA requested data transfer (including confirmation of receipt by the SBA) and the destruction of any SBA Data possessed by Tullis Hydraulic Engineering Consulting. Notwithstanding the foregoing, Tullis Hydraulic Engineering Consulting may, in accordance with applicable legal, disaster recovery and professional requirements, store copies of SBA Data in an archival format which may not be immediately returned or destroyed but which would remain subject to the confidentiality obligations set forth in the Agreement.

## **2.13. BUSINESS CONTINUITY PLAN/DISASTER RECOVERY**

Tullis Hydraulic Engineering Consulting has implemented and will maintain business continuity and disaster recovery plans designed to minimize interruptions of services and ensure recovery of systems and applications used to provide the services under this Agreement. Such plans cover the facilities, systems, data, applications and employees that are critical to the provision of the services and will be tested at least annually to validate that the recovery strategies, requirements and protocols are viable and sustainable. Tullis Hydraulic Engineering Consulting shall provide an executive summary of such plans setting forth prioritized threats, time criticality of business functions, resources needed to successfully recover, employee training and communication, and potential costs of recovery, as well as, including an assessment of the plans' most recent test results, to the SBA upon request. In the event of a business disruption that materially impacts (or is reasonably expected to materially impact) Tullis Hydraulic Engineering Consulting's provision of services under this Agreement, Tullis Hydraulic Engineering Consulting will promptly notify the SBA of the disruption and the steps being taken in response.