

AGREEMENT FOR GENERAL CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and effective as of October 15, 2023, by and between the State Board of Administration of Florida (the "SBA"), located at 1801 Hermitage Boulevard, Tallahassee, Florida 32308, and DD MacKee, LLC (the "Consultant"), located at 3154 Corrib Drive, Tallahassee, Florida 32309.

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the SBA hereby retains and engages the Consultant to act on the terms and conditions hereinafter set forth.

I. SERVICES TO BE PROVIDED

The Consultant shall provide certain consulting services to the SBA on an as-needed basis for a fixed monthly fee. Using independent judgment and expertise, the Consultant shall provide the following services (hereafter collectively, the "Services"):

- a. General consulting services related to the SBA, MyFRS Financial Guidance Program, the Florida Retirement System (FRS) Investment Plan, FRS Pension Plan, alternative plan structures, and/or retirement in general.
- b. Communication consulting services related to the SBA, MyFRS Financial Guidance Program, the Florida Retirement System (FRS) Investment Plan, FRS Pension Plan, alternative plan structures, and/or retirement in general.
- c. Upon request, review the annual MyFRS Financial Guidance Program strategic plan and participate in the planning and implementation of the strategy set forth therein.

- d. Upon request, provide feedback and ideas on reports, materials, publications, brochures, emails, surveys, focus groups, documents and letters directed to FRS members and/or to other external parties.
- e. Review third party vendor plans for responding to natural disasters, information technology security breaches, or any other crisis that could potentially negatively impact the SBA and/or the FRS and identify those portions of the plans that need improvement to ensure that the plans comport with prevailing industry standards; offer potential suggestions to address any perceived inadequacies.
- f. Assist in the development of a plan or plans to respond to legislation that has been identified by the SBA as having a potential impact on the SBA and/or the FRS.
- g. In addition, the SBA may ask the Consultant to provide additional consulting services on special projects as the SBA may require during the term of the Agreement. The scope and nature of such additional services, and additional fees, if any, will be negotiated by the parties on an as-needed basis.

No dedicated office or phone line or support services will be provided to the Consultant by the SBA.

II. TERMS AND CONDITIONS:

A. Term

This Agreement shall commence on October 15, 2023, and shall end on April 15, 2024, unless terminated sooner or renewed by the parties. This Agreement is renewable upon agreement of both parties for a period as to be determined and agreed upon by the parties.

Notwithstanding the foregoing, either party may terminate this Agreement upon written notice under the terms and conditions of the Agreement.

B. Compensation

1. As compensation for the Services detailed in Section I, the SBA shall pay professional fees to the Consultant in the amount of \$1,850 for each month of the Term, payable in arrears on a quarterly basis.
2. The SBA shall pay the professional fees set forth above to the Consultant upon submission of quarterly invoices in a format that includes the information set forth in the attached Instruction Guide for Invoice Submission, which is attached hereto as Attachment 1 and incorporated herein by this reference. In addition to the professional fees, the Consultant will be reimbursed for all reasonable travel expenses in accordance with Section 112.061, Florida Statutes. These allowable travel expenses are also set forth in Attachment 1.

C. Relationship of the Parties

The relationship between the parties is that of independent contractors, as defined pursuant to the Internal Revenue Code and Florida law. None of the provisions of this Agreement shall be construed to create a partnership or joint venture relationship between the parties. No employee, officer or representative of the Consultant will hold himself or herself out as, nor claim to be, an officer or employee of the State of Florida or of the SBA by reason of this Agreement, nor will he or she make any claim of right, privilege or benefit which would accrue to an employee of the SBA under Florida law. No provisions of this Agreement shall preclude the Consultant from entering into other contracts for similar services with other third parties, so long as no conflict of interest arises from such other contractual relationships.

D. Conflict of Interest

1. It is understood by the parties hereto that the Consultant will be performing consulting services for various other clients. In the event it appears that the duties of the Consultant to the SBA and the duties to one or more of the other clients may conflict, the Consultant will notify the SBA of this potential conflict and the parties will discuss how this potential conflict may be resolved, and will agree to take any and all necessary actions to allow resolution of the conflict. The Consultant shall not directly or indirectly receive any benefit from recommendations made to the SBA and shall disclose to the SBA any actual or potential personal investment or economic interest of the Consultant which may be enhanced by any recommendations made to the SBA.
2. The Consultant acknowledges and understands that the SBA is subject to the provisions of Chapter 112, Part III, "Code of Ethics for Public Officers and Employees," Florida Statutes, and all rules adopted thereunder, and the Consultant agrees to comply promptly with any requirements that may be applicable to it thereunder. The Consultant represents that it and/or its parent organization currently has, and further covenants that it and/or its parent organization will have at all times during the term of this Agreement, a code of ethics, code of professional conduct or other policies and procedures that prohibit all officers, directors or employees thereof from engaging in any activity or conduct that would constitute an actual or perceived conflict of interest between such person and the Consultant's clients without the prior written approval of the Consultant.

3. The Consultant shall promptly notify the SBA of any pending or threatened action by the Consultant's clients regarding the retention of the Consultant based on any allegation of an actual or perceived conflict of interest between such client and the Consultant (including any divisions, subsidiaries or affiliates).

E. Standard of Care

The Consultant agrees that in rendering the services pursuant to this Agreement that the Consultant shall perform with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

F. Confidentiality

1. The Consultant, in the course of its duties, may have access to certain investment, financial, accounting, statistical and other non-public information pertaining to the FRS Defined Benefit Plan, the FRS Defined Contribution Plan, other SBA mandates, the SBA and/or the State of Florida. All such information may be confidential, pursuant to the provisions Florida law, including, without limitation, Sections 215.44(8), 215.557, and 121.4501(19), Florida Statutes. The Consultant agrees that all confidential information shall be received in strict confidence, shall be used only for fulfilling the purposes of this Agreement, and no such information shall be disclosed to third parties by the Consultant, its officers, employees, consultants, or agents without the prior written consent of the SBA. The Consultant agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, including without limitation, the provisions of this Agreement and any incorporated Guides, Schedules and Exhibits, except as may be necessary

by reason of legal (including the provisions of Chapter 119, Florida Statutes), accounting or regulatory requirements, as the case may be. The obligation to treat information as confidential shall not apply to information which:

- a. is in the public domain, other than by any breach of this Agreement;
 - b. is in the possession of the Consultant on the effective date of this Agreement, and such information was not obtained from the SBA;
 - c. is developed by the Consultant outside the scope of any agreement with the SBA;
or
 - d. is obtained rightfully from third parties.
2. The Consultant shall treat the confidential information as confidential, using the same standard of care that it uses to protect its own proprietary or confidential information (but not less than a reasonable standard of care), and no information shall be disclosed to third parties by the Consultant, its officers, employees, consultants, or agents without the prior written request of the SBA. The Consultant agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, except as may be necessary by reason of legal, accounting or regulatory requirements, as the case may be
3. The Consultant shall not be bound by this Section to the extent that it acts under compulsion of law or in accordance with the requirements of any national or local government instrumentality or any other body with whose requirements the parties may be required by law or practice to conform. If the Consultant is required to disclose confidential information pursuant to such requirements of law, the Consultant shall first notify the SBA so that it may seek protective orders or take

any other legal action it deems necessary. Any Confidential Information disclosed pursuant to requirements of law shall still be deemed confidential.

4. The SBA and the Consultant acknowledge and agree that a breach of these confidentiality obligations would cause irreparable harm to the SBA and that no adequate remedy is available at law for such breach. Accordingly, it is agreed that the SBA will be entitled to seek an injunction or injunctions to prevent breaches of these confidentiality obligations and to enforce specifically the terms and provisions of this section.
5. Non-solicitation. The Consultant shall not use information obtained under the Plan, or pursuant to this Agreement, to directly solicit members with respect to any product or services of the Consultant, its partners, subsidiaries, or affiliates not part of this Agreement. All information concerning the Plan, the FRS, and Members is the sole property of the SBA and that information will remain confidential and will not be used, transmitted, sold, conveyed, released or distributed to any entity or individual for any purposes whatsoever, except as required to conduct Plan operations.

G. Compliance with Laws

The Consultant hereby covenants and agrees that at all times during the term of this Agreement, the Consultant shall comply with all applicable federal and state laws, rules, regulations, professional standards, or other applicable legal requirements to which the Consultant, its Services or any of the activities contemplated by this Agreement are subject.

H. Public Records

1. To the extent applicable, the Consultant shall comply with Chapter 119, Florida Statutes. In particular, the Consultant shall:

- a. Keep and maintain public records required by the SBA in order to perform the Services under this Agreement;
- b. Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested public records or allow such 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 contract term and following the completion of the contract if the Consultant does not transfer the records to the SBA when the Agreement is completed;
- d. Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in the Consultant's possession or keep and maintain the public records required by the SBA in order to perform the services under this Agreement. If the Consultant transfers all public records to the SBA upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all

applicable requirements for retaining public records. the Consultant shall, upon request from the SBA's custodian of records, provide all records that are stored electronically to the SBA in a format that is compatible with the information technology systems of the SBA.

- e. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SBA'S CUSTODIAN OF PUBLIC RECORDS AT: STATE BOARD OF ADMINISTRATION OF FLORIDA, POST OFFICE BOX 13300, TALLAHASSEE, FLORIDA 32317-3300, publicrecords@sbafla.com, (850) 488-4406.**

- f. The Consultant consents and agrees to be sued in, and subject to the exclusive jurisdiction of, Florida state courts located in Leon County, Florida with respect to any civil or criminal litigation required to enforce the provisions of Chapter 119, Florida Statutes, or the provisions of this section.

- g. All requests, including telephone requests, for inspection of public records shall be immediately forwarded to the SBA's Office of General Counsel.

I. Right to Audit

1. During the term of and for a period of seven (7) 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, the Consultant agrees to permit reasonable access to its premises and the Records during the Consultant'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 and for a period of seven (7) 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), the Consultant 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 seven (7)-year access and/or retention periods described herein, then this 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 Section may include, without limitation, the Consultant's compliance with the terms of the Agreement.

2. The Consultant 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 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. The Consultant 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 Consultant by the SBA and/or its designees,' and the Consultant shall provide a copy of all such responses to the SBA. The Consultant acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.

3. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this section. However, in the event the Consultant engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then the Consultant shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit. The Consultant'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 Consultant's additional reimbursement obligation hereunder.

J. Required Notice of a Security Breach

Section 501.171, Florida Statutes, requires certain notices to be provided if there is a breach of security of electronic data containing personal information. The Consultant agrees to comply with any applicable requirements of Section 501.171, Florida Statutes pertaining to any breach of the system and/or to FRS specific data.

K. In accordance with Section 448.095(5), Florida Statutes, the Consultant 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. The Consultant acknowledges that SBA is subject to and the Consultant agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

L. Termination

This Agreement may be terminated at any time by either party upon written notice to the other party.

M. Assignments

The Consultant shall not assign or delegate any of its rights or responsibilities without the express prior written consent of the SBA. No person or organization may succeed to or assume the Consultant's rights and obligations under the Agreement by operation of law, whether by merger, consolidation, change in control, reorganization or otherwise without the SSA's prior written consent.

N. Information to be Provided

The Consultant shall assume the information the SBA supplies (or which is supplied on its behalf) is accurate and complete. The Consultant's responsibilities (and the associated project fees) do not include extensive independent verification of required information; provided, however, that the Consultant shall be obligated to review minimally the information provided by the SBA for accuracy and applicability to the Services hereunder.

O. Client Identification

The Consultant acknowledges and agrees that it has received the SBA Communications and External Affairs Policy (#10-004) (the "Communications Policy"). The Consultant covenants and agrees that it shall comply with the Communication Policy, and such modifications to the policy

as may be provided to the Consultant from time to time, to the fullest extent that the Communications Policy applies to the Consultant. The Consultant may not identify the SBA for purposes of business development or press releases without the express prior written consent of the SBA.

P. Governing Law and Jurisdiction

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.

Q. Subcontractor Responsibility

The Consultant shall not retain or use any subcontractor or other independent contractor to provide any of the Services hereunder without the prior written approval of the SBA. The Consultant shall be liable, and agrees to accept responsibility, absolutely and without qualification, for the negligent acts or omissions and willful misconduct of any subcontractor or other independent contractor hired or retained by the Consultant to assist the Consultant in providing the Services to the SBA.

R. 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.

S. Severability

If one or more provisions of this Agreement or the application of any such provisions to any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions or the application of the same provisions or any of the remaining provisions to other circumstances.

T. Remedies

All rights and remedies granted under this Agreement shall be cumulative and not exclusive of any other rights and remedies which the parties may have at law or in equity. The parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights or remedies which they may have.

U. Entire Agreement

The SBA and the Consultant acknowledge and agree that they have read this Agreement and that together with all written amendments, exhibits, schedules, and addenda hereto, which shall be incorporated by reference herein, this Agreement constitutes and embodies the entire and exclusive agreement between the SBA and the Consultant with respect to the subject matter hereof, and supersedes any and all previous agreements between the parties, and no statement, agreement, or understanding not contained herein shall be enforced or recognized. THIS AGREEMENT CANNOT BE MODIFIED OR SUPPLEMENTED BY ORAL STATEMENTS MADE EITHER BEFORE OR AFTER EXECUTION OF THIS AGREEMENT AND ANY SUCH STATEMENTS DO NOT CONSTITUTE WARRANTIES. NO COLLATERAL OR PRIOR STATEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AGREEMENTS, OR WARRANTIES (EXPRESS OR IMPLIED) ARE A PART OF THIS AGREEMENT.

V. Amendments

The parties may amend this Agreement, including the description of the Services to be provided and the fees therefor, by mutual agreement, pursuant to a written amendment executed by both parties. If any such changes cause an increase or decrease in the cost of, or the time required, for the performance of the Services or other additional services to be rendered under this Agreement, an equitable adjustment may be made in the Agreement to fees, or the period of performance, or both, and this Agreement shall be modified by mutual agreement in writing accordingly. Any claim by the Consultant for adjustment under this Section must be asserted within thirty (30) days from the date of receipt by the Consultant of the notice of such changes from the SBA; provided, however, that the SBA may, if the SBA decides that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this Agreement.

W. Binding Effect

This Agreement shall be binding upon the parties, their successors, legal representatives, and assignees. The Consultant and SBA intend this Agreement to be a valid legal instrument, and no provision of this Agreement which shall be deemed unenforceable shall in any way invalidate any other provision of this Agreement, all of which remain in full force and effect.

X. Notices

All notices, requests, instructions, other advice, or documents required hereunder shall be in writing and delivered personally, electronically, or mailed by first-class mail, postage prepaid, to the following:

If to the SBA:

if mailed or emailed:

State Board of Administration of Florida
Post Office Box 13300
Tallahassee, Florida 32317-3300
Attention: General Counsel
Sba-generalcounsel@sbafla.com

if hand delivered:

State Board of Administration of Florida
1801 Hermitage Boulevard
Suite 100
Tallahassee, Florida 32308
Attention: General Counsel

If to the Consultant:

DD MacKee, LLC
3154 Corrib Drive
Tallahassee, Florida 32309
Attention: Dennis MacKee
ddmackee@aol.com

Y. No Waiver

A party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto shall not be construed to be a waiver of such provision or right, nor to affect the validity of this Agreement. The exercise or non-exercise by a party of any right under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or other rights under this Agreement.

Z. Nondiscrimination

The Consultant agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical conditions, developmental disability, sexual orientation or national origin.

AA. Headings and Captions

All headings and captions contained in this Agreement are for convenience of reference only and shall not affect in any way the interpretation or meaning of this Agreement.

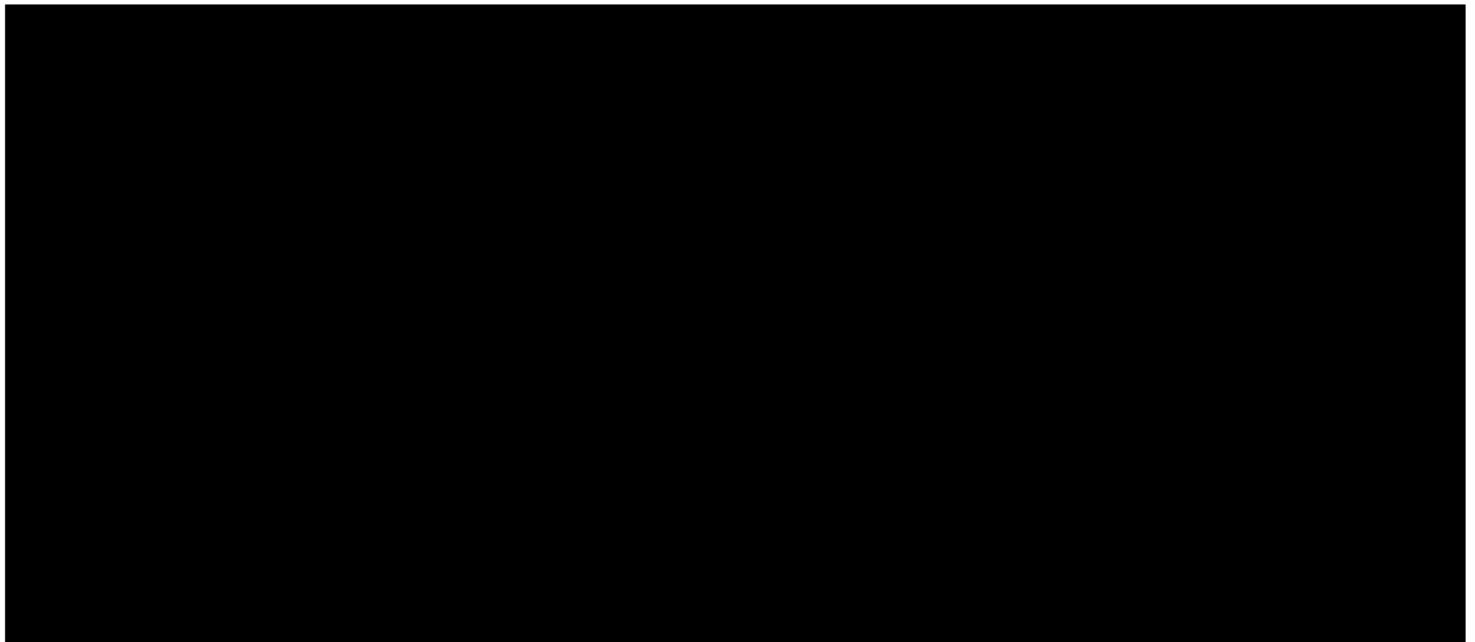
BB. Pronouns

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

BB. The parties agree to the terms set forth in the attached SBA Data Security Addendum, attached hereto as Attachment 2.

CC. 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. The Consultant hereby agrees that the SBA is authorized to post this Agreement (including any amendments, attachments, or addenda hereto) and a description of the content of the Agreement (including any amendments, attachments, or addenda hereto) on the SBA's website.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers.



age, race, religion, color, handicap, sex, physical conditions, developmental disability, sexual orientation or national origin.

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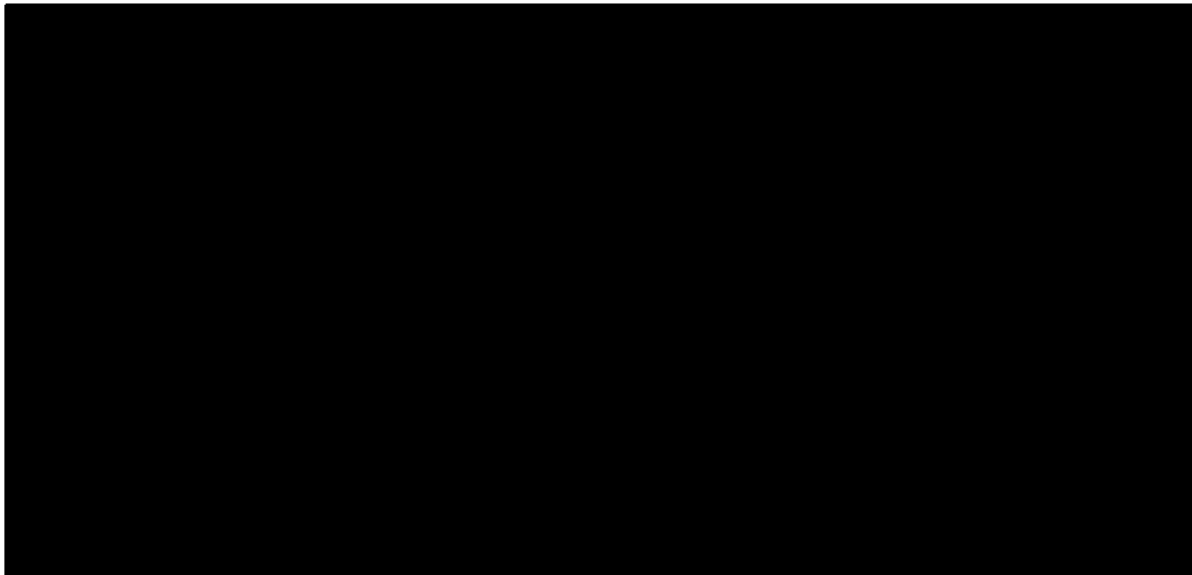
AB. Pronouns

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

BB. The parties agree to the terms set forth in the attached SBA Data Security Addendum, attached hereto as Attachment 2.

CC. 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. The Consultant hereby agrees that the SBA is authorized to post this Agreement (including any amendments, attachments, or addenda hereto) and a description of the content of the Agreement (including any amendments, attachments, or addenda hereto) on the SBA's website.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers.



ATTACHMENT 1

INSTRUCTION GUIDE FOR INVOICE SUBMISSION

The Consultant is asked to comply with the provisions of this Instruction Guide when submitting invoices to the SBA or Travel Reimbursement Expense Reports for All Third-Party Travelers.

GENERAL BILLING ISSUES

1. The Consultant shall document the actual services rendered.
2. Internal conferencing and internal memorandum are only acceptable if required to complete the final work product or services rendered. General internal conferencing and internal memorandum are not billable. Memoranda "to the file" are not billable.
3. Billing for research shall be approved only when necessitated by new or novel issues or when approved in advance by the SBA.
4. Charges will be disallowed for:
 - a) Over billed research
 - b) Over billed attendance at meetings
 - c) Vague invoice entries
 - d) Undocumented telephone conferences
 - e) Undocumented correspondence
 - f) Over billing for review of matters
 - g) Excessive conferencing
 - h) Costs incurred for normal overhead or administrative expenses.
5. Fees and expenses shall appear separately on each itemized fee invoice. Each individual activity billed shall be itemized separately and the time billed for each such activity shall be identified separately. "Block billing" of fees is not acceptable unless approved in advance by the SBA.
6. Invoices shall be rendered quarterly unless otherwise agreed upon with the SBA.
7. At a minimum, the following detail is needed to support any charges:

INVOICE NUMBER

INVOICE DATE

PROJECT NAME OR TYPE OF WORK

TITLE HOLDING ENTITY (if applicable)

INVOICE BILLING PERIOD

NAME of the professional doing the work,

TITLE or PROFESSIONAL LEVEL of the employee doing the work

CONTRACTED RATE

Actual HOURS AND DESCRIPTION of the services provided

8. Requests for reimbursement of expenses should state within the fee invoice the date of the service provided, the type of expense incurred, the amount of the expense, the date of the payment of the expense, and the service provider, and in the case of travel expenses, completing and attaching the SBA Travel Reimbursement Expense Report for All Third-Party Travelers, a copy of which will be provided to the Consultant. All supporting invoices and documentation of expenses must be original documents and should be thoroughly completed and attached to the fee invoice in which any related expense reimbursement is requested.
9. When rendering services, the Consultant shall be entitled to reasonable expenses for travel, when authorized in advance by the SBA's Executive Director or his or her designee, as provided in Section 112.061, Florida Statutes, as amended from time to time, and administrative rules interpreting the same. The following summary of per diem rates and other travel related requirements applies:

Travel Allowance Rates as of July 1, 2006

Breakfast	\$6.00
Lunch	\$11.00
Dinner	\$19.00
Per Diem	\$80.00/day (\$20.00/quarter)
Mileage Allowance	\$.445/mile

Additionally, third-party travelers are entitled to reasonable expenses for travel, when authorized in advance by the Executive Director, as provided in Section 112.061, F.S., and Chapter 69I-42, F.A.C. The following expenses may also be reimbursed:

- Airfare at the standard coach class
- Reasonable rental car expenses at the compact rate, subject to larger size car for more than two passengers
- Reasonable cab fares
- Daily meal allowances as outlined above
- Reasonable lodging expenses at a single rate
- Incidental expenses which include portage at \$1 per bag (max \$5 per incident), parking, tolls, fax expenses, copying, and contract related phone calls

Note: Receipts are required for expenses over \$25 per incident.

10. The SBA will reimburse Consultant for the following expenses at the Consultant's actual out-of-pocket expense (unless otherwise indicated below):
- a) Long distance telephone;
 - b) Messenger and courier (local deliveries by messenger services and out-of-town deliveries by Federal Express or other air couriers);
 - c) Printing charges (for copying of documents by an outside company if approved in advance by the SBA);
 - d) Express Mail postage (but not postage for normal mail delivery);

- e) Reimbursement is not authorized for administrative overhead, client entertainment, local and suburban telephone calls, meals (unless authorized while traveling) refreshments during meetings;
- f) Duplicating internal photocopies not to exceed \$0.15 per page); and
- g) Postage—at cost when the cost of mailing exceeds \$1.00.

ATTACHMENT 2

STATE BOARD OF ADMINISTRATION DATA SECURITY ADDENDUM

This Data Security Addendum (this “**Addendum**”) is entered into as of the Effective Date, by and between the State Board of Administration of Florida (the “**SBA**”) and DD MacKee, LLC (the “**Contractor**”) and is hereby incorporated into and made a part of the contract dated October 15, 2023 (the “**Contract**”) by and between the SBA and the Contractor.

1. **Data Security; SBA Data.** The Contractor 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. The Contractor will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard. The Contractor 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. For purposes of this Addendum, “SBA Data” means all data accessed, created, maintained, obtained, processed, stored, or transmitted by the Contractor in the course of performing the Contract and all information derived therefrom.
2. **Nondisclosure.** SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. The Contractor 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.
3. **Loss or Breach of Data.** In the event a loss (including destruction) or breach of SBA Data in Contractor’s possession is confirmed or suspected, the Contractor will promptly perform due diligence and promptly report findings to the SBA. Contractor will pay all costs to remediate and correct any problems caused by or resulting from the loss or breach (including, without limitation, the cost to notify third parties, provide credit monitoring services to third parties, and recreate lost data in a manner and on the schedule set by the SBA), in addition to any other damages the SBA may be entitled to by law or the Contract. The Contractor will also reimburse the SBA for costs paid to any vendor for data breach response services, which may include but is not limited to security-related call centers and website activation. The Contractor acknowledges that failure to maintain security that results in a loss or breach of SBA Data may subject the Contractor to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes.
4. **Security Audits.** 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. If the term of the Contract is less than a year long, the penetration test or security audit of the Contractor's system(s) on which SBA Data resides, may be exercised at any time during the term of the Contract.
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 Contractor Representatives that have a legitimate business need. For purposes of this Addendum, “Contractor Representatives” means the Contractor’s officers, directors, employees, agents, contractors, subcontractors and consultants (including affiliates

ATTACHMENT 2

STATE BOARD OF ADMINISTRATION DATA SECURITY ADDENDUM

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, Contractor 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, the Contractor agrees to provide the Contractor Representatives a written copy of the SBA's Systems Use Agreement in the form provided by the SBA and attached as Exhibit I hereto (which may be amended by the SBA from time to time in the SBA's sole discretion upon providing notice to the Contractor) (the "Systems Use Agreement"). At such time as the SBA provides access to SBA technology resources, the Contractor and any Contractor Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Agreement (as defined above). Further, Contractor agrees to be responsible in the event any Contractor Representatives breach any of the terms set forth in the Systems Use Agreement. Remote connections are subject to detailed monitoring as deemed appropriate by the SBA.

6. **Encryption.** The Contractor shall encrypt all SBA Data, in transmission and at rest, using SBA approved encryption technologies.
7. **Indemnification.** The Contractor 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 the Contractor's breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of this Addendum or the Contract including, without limitation, any breach of the Systems Use Agreement as set forth in Section 5 herein.
8. **Specific security requirements.** The Contractor shall not use SBA Data except as permitted by the Contract. The Contractor has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data.
9. **Back-ups.** The Contractor shall maintain and secure adequate back-ups of all SBA Data, including, but without limitation, all documentation and programs utilized to process or access SBA Data.
10. **Data Security Procedures.** The Contractor shall develop data security procedures to ensure only authorized access to data and databases by Contractor Representatives for purposes of performing the Contract and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Contract or the SBA. The Contractor shall ensure that access to data and databases by Contractor Representatives will be provided on a need to know basis and will adhere to the principle of least privilege. (The principle of least privilege means giving a user account only those privileges which are essential to perform its intended function.)
11. **Ownership of Data.** The Contractor shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. The Contractor 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. The Contractor will not possess or assert any lien or other right against or

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to any SBA Data in any circumstances. SBA Data is and shall remain the exclusive property of the SBA. SBA Data created by the Contractor, obtained by the Contractor 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.

12. **Background Checks.** The Contractor shall ensure that Contractor Representatives assisting in the performance of the Contract have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Contract, before being provided access to SBA Data. Upon the SBA's request, the Contractor shall provide to the SBA an attestation that the foregoing background checks have been completed.
13. **Compliance.** The Contractor 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 compliance 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).
14. **Return / Destruction of SBA Data.** The Contractor 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 Contract, the Contractor will transfer SBA Data to the SBA (if so directed by the SBA) or, unless otherwise required by any applicable law, destroy all SBA Data possessed by the Contractor. The Contractor 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 the Contractor.
15. **Subcontractor/Agents.** The Contractor shall be responsible and accountable for the acts or omissions of Contractor Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Addendum. The Contractor agrees to impose the requirements of this Addendum on all Contractor Representatives assisting in the performance of the Contract, and the Contractor shall execute a written agreement with each such Contractor Representative containing equivalent terms to this Addendum.
16. **E-Verify.** Contractor shall register with and use, and shall cause any of its subcontractors to register and use, the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. Contractor acknowledges that SBA is subject to and Contractor agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.
17. **Business Continuity Plan/Disaster Recovery.** The Contractor 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 Contract. 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. Contractor shall

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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) the Contractor's provision of services under this Contract, the Contractor will promptly notify the SBA of the disruption and the steps being taken in response.

18. **Survival.** This Addendum will survive any termination or expiration of the Contract and will continue in effect until all SBA Data has been returned to the SBA (if so directed by the SBA) and all SBA Data retained by the Contractor is destroyed. Notwithstanding the foregoing, the provisions of Right to Audit of the Contract will survive any termination or expiration of the Contract and will continue in effect as provided therein.