

**CONTRACT FOR EXPOSURE EXAMINATION CONSULTING SERVICES TO THE
FLORIDA HURRICANE CATASTROPHE FUND
BETWEEN
THE STATE BOARD OF ADMINISTRATION OF FLORIDA
AND
WENDELL K. MCDAVID**

WHEREAS, the State Board of Administration of Florida (the “Board” or “SBA”), on behalf of the Florida Hurricane Catastrophe Fund (“FHCF”), issued an Invitation to Negotiate (“ITN”) on March 7, 2024, for Exposure Examination Consulting Services, and

WHEREAS, Wendell K. McDavid (“Contractor”) responded to the ITN and was selected by the ITN 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 be a participant in the pool of exposure examination examiners, and

WHEREAS, the SBA desires to retain the services of the Contractor to provide exposure examination services, and the Contractor is willing and able to provide the services set out in this Contract,

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

1. **SERVICES.** —The Contractor will provide the services set forth in Schedule A to this Contract and will carry out the terms and conditions of this Contract as set forth herein. These services will consist of exposure examination services as set forth in Schedule A, which is attached and incorporated into this Contract by reference.

2. **GUIDELINES AND TRAINING.** —The Contractor agrees to perform the Services in Schedule A in accordance with the guidelines and training provided by the SBA. The Contractor, at its own expense, shall participate in any exposure examination services training provided by the SBA.

3. **COMPENSATION.** —The Contractor shall be paid the compensation specified in Schedule A for the services specified in Schedule A at the times and in the manner specified therein. If requested to travel by the SBA, the SBA agrees to reimburse the Contractor for reasonable and necessary expenses incurred subject to the 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.

4. **ADDITIONAL SERVICES.** —Upon mutual agreement of the parties, the Contractor may perform other services for the SBA as requested by the SBA in writing. The scope of the services and the compensation shall be agreed upon between the parties in advance and in writing before such other services are rendered.

5. **CONTRACT NOT ASSIGNABLE OR DIVISIBLE WITHOUT CONSENT; USE OF SUBCONTRACTORS AND NON-EMPLOYEES.** —The Contractor may not assign, subcontract, or otherwise transfer its rights and duties under this Contract without the prior written approval of the SBA. The Contractor may not use any subcontractors or other persons not directly employed by the Contractor in the performance of services under this Contract without the prior written approval of the SBA. The Contractor is responsible for its subcontractors and non-employee's performance of the services and compliance with this Contract to the same extent as it is responsible for its own performance and compliance.

6. **ORGANIZATIONAL AND RESOURCE CHANGES.** —The Contractor must notify the SBA at least two weeks' advance notice of any organizational or resource changes that could affect the Contractor's provision of the services. After reviewing the changes, the SBA may require a renegotiation of the fees or terms of this Contract if the SBA determines that a renegotiation is required to address potential adverse impacts on the quality of services.

7. **PROFESSIONAL DESIGNATIONS AND MINIMUM EXPERIENCE.** —The Contractor shall provide proof of professional designations and minimum experience requirements listed in Schedule A at the time the SBA assigns work under Schedule A to the Contractor. The Contractor also agrees that should any professional designation become revoked, suspended, lapsed, non-renewed, or otherwise not in-force, the Contractor will notify the SBA within 15 days of this event.

8. **USE OF E-VERIFY SYSTEM.** — The Contractor shall register and use and shall cause any of its subcontractors to register and use, the E-Verify systems operated by the United States Department of Homeland Security to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. The Contractor acknowledges that the 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. .

9. **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 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, 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. To the extent allowed under Florida public records law, this provision does not require the Contractor to retrieve, destroy, provide, or transfer records stored for disaster recovery purposes in encrypted files in a secure off-site facility, where retrieval would be difficult or impractical.

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**

10. PROTECTION OF CONFIDENTIALITY; RECORDS RETENTION; DATA SECURITY. —

(a) To the extent permitted by state and federal law, the Contractor will hold all records provided by the SBA as confidential and will not release them to third parties. As used in this paragraph, the term “third parties” includes, but is not limited to, business affiliates, subsidiaries, or the parent corporation, if any, of the Contractor.

(b) The Contractor shall retain all records applicable or relevant to this Contract received by the SBA or created by the Contractor while performing the services of this Contract in a secure manner that protects the confidentiality of the records. The Contractor 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 of FHCF participants for the benefit of any party other than the SBA. 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 SBA’s statutory powers and duties, and the use of which would provide an advantage to any party other than the SBA.

(c) Nothing in this Contract is intended to supersede or modify the requirements of the public records provisions of Chapter 119, Florida Statutes, or the trade secret protections provided in sections 812.081 and 815.045, Florida Statutes, and do not apply to data or information that is not otherwise confidential and:

(i) is in or becomes part of the public domain.

(ii) was in the possession of the Contractor prior to receipt from the SBA.

(iii) is compelled to be disclosed by law or pursuant to an order or requirement of a court, administrative agency, or other governmental body, without restrictions on subsequent use or disclosure, provided that the receiving party notifies the disclosing party promptly upon receipt of such order or requirement and in any event prior to such disclosure (unless such notification would be unlawful) to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

(iv) was lawfully disclosed to the Contractor by a third party having the right to make the disclosure.

(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.

(e) The Contractor agrees that 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.

(f) The Contractor shall notify the SBA within 48 hours upon becoming aware of any security breach, unauthorized use or transmission of data, or alleged or suspected security violation.

(g) 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.

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

(i) 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.

(j) 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.

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

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

11. RIGHT TO AUDIT. —

(a) During the term of this contract, and for a period of five (5) years after the expiration or termination of the Contract, 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 Contract and/or the subject matter of the Contract (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 Contractor agrees to permit reasonable access to its premises and the Records during Contractor'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 Contract and for a period of five (5) years after the expiration or termination of the Contract (or for any longer period of time that may be required by an applicable law relating to the retention of Records), the Contractor 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 five (5) year access and/or retention periods described herein, then this Section 11 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 11 may include, without limitation, the Contractor's compliance with the terms of the Contract, compliance with any applicable foreign, federal, state and/or local law or regulation, and an assessment of risks and controls.

(b) The Contractor 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 11 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 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 and/or its designees, and the Contractor shall provide a copy of all such responses to 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.

(c) Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section 11. However, in the event, the SBA and/or its designees conclude that the Contractor overcharged the SBA or that the Contractor engaged in or committed (including through acts of omissions) any fraud, misrepresentation and/or non-performance, then the Contractor 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. 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 thereof.

12. 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 attorney's fees and expenses, 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 the Contract. This paragraph shall be enforced to the fullest extent permitted under Florida law.

13. 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 which performs any work in connection with any insurer required to participate in the FHCF (“Participating Insurer”) without full disclosure to and written approval by SBA 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 may perform work for an FHCF Participating Insurer that is unrelated to the activities of the FHCF or the Contractor’s responsibilities to the SBA as an examiner, as long as full written disclosure is made to SBA staff prior to the time such work is to begin. However, the SBA reserves the right not to assign work to the Contractor relating to the Participating Insurer for which the Contractor has performed such unrelated work. Work for a Participating Insurer shall be considered “related” and therefore prohibited if the work involves an issue that the Contractor actually participated in while employed by the SBA or the work covers any issue that would normally be addressed in an SBA exposure examination or claims examination.

14. INVOICES. —Once the Contractor believes the work on a particular examination is complete, the Contractor shall send an invoice for the appropriate fee for the SBA assigned examinations, as outlined in Schedule A, detailing the amounts due from the SBA. The SBA shall remit payment to the Contractor within 30 working days of receipt of the invoice from the Contractor. Invoices should be sent via email to the SBA as follows:

Florida Hurricane Catastrophe Fund
P.O. Box 13300
Tallahassee, Florida 32317-3300
Emailed invoices are to be sent to FHCF.invoices@sbafla.com

15. SBA 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. The online complaint system is available 24/7, while the hotline 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 SBA. The Contractor agrees to report any suspected SBA-related fraud, theft, or financial misconduct on an anonymous basis to this hotline.

16. SBA HARASSMENT PREVENTION POLICY. —The Contractor hereby affirms its receipt of SBA Policy No. 10-254, Harassment Prevention Policy, from the SBA 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.

17. 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 SBA. 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 SBA or the SBA's affairs are to be referred to the SBA's Manager of External Affairs. This section shall not prevent the Contractor from telling external parties that it provides exposure examination services to the SBA and/or FHCF.

18. 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. The Contractor 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.

19. 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 SBA 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 SBA 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:

Wendell K. McDavid
133 Saint Marks Drive
Stockbridge, Georgia 30281

20. **TERMINATION.** —This Contract may be terminated by either party at any time, without penalty or damages, upon 30 days' advance notice in writing. When the SBA gives notice of termination, it may, in its sole discretion, reassign to other contractors any examinations that had been assigned to the Contractor. The SBA shall, at its discretion, reimburse the Contractor for any partial work completed on a reassigned exam if the SBA can verify the quality of work is sufficient to be useful to the subsequent contractor. The terminated Contractor must satisfactorily complete all examinations that are not reassigned and receive the approval of the FHCF Director of Examinations before payment will be rendered. The SBA may render a partial payment pending completion of the work. Upon notice of termination by the Contractor, the Contractor agrees to complete all examinations for which the SBA has notified the FHCF Participating Insurer of an upcoming examination unless the SBA reassigns the examination to another contractor, or the examination can be cancelled without compromising the FHCF's examination plan. Termination of the Contract shall not affect the right of either party to bring an action against the other with respect to the Contract. In addition to any other provisions for termination of this Contract, the SBA may unilaterally and immediately terminate this Contract upon the insolvency or bankruptcy of the Contractor.

21. **APPLICABLE LAW; VENUE.** —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.

22. **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.

23. **TERM.** —This Contract shall begin on October 1, 2024, and shall terminate on September 30, 2029.

24. **COUNTERPARTS.** —This Contract may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

25. 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.

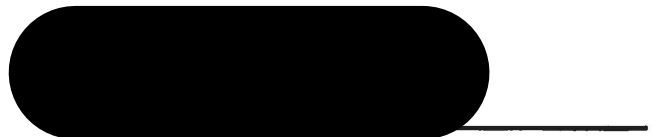
**STATE BOARD OF
ADMINISTRATION OF FLORIDA**



Chris Spencer
Executive Director

Date: June 20, 2024

WENDELL K. MCDAVID



Wendell K. McDavid

Date: 6/20/24

Approved as to legality:



Craig A. Meyer
Assistant General Counsel

**CONTRACT FOR EXPOSURE EXAMINATION CONSULTING SERVICES TO THE
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**SCHEDULE A:
SERVICES AND COMPENSATION**

The Contractor shall provide exposure examination services as directed by the SBA related to the FHCF and any other similar programs the SBA administers.

SERVICES. —

The exposure examinations will be conducted in the following three phases and each phase must be approved by the SBA prior to continuing to the next phase.

- Planning – completed prior to the scheduled exam start date
- Testing – onsite/remote work completed within one week of scheduled exam start date
- Wrap-up – completed three to six weeks after conclusion of onsite/remote testing

Services shall include, but are not limited to, the following:

1. Upon assignment of an exposure examination from the SBA, the Contractor shall make initial contact with the company and conduct all preparatory and on-site work for the exposure examination.
2. Upon completion of the fieldwork, the Contractor shall prepare a report and submit it to the FHCF.
3. The Contractor shall submit a final copy of the report to the FHCF within three to six weeks following the last day of fieldwork.
4. If requested by the SBA, the Contractor shall participate in exit conferences with the FHCF participating insurer or any follow-up meetings where the examination work is referenced.
5. Other consulting services as requested by the SBA.

Reports and workpapers shall be in a format and timeframe as specified by the SBA but at a minimum, shall include:

- A recommendation on whether the participating insurer's exposures were

- reported accurately
- Assessment of the frequency and materiality of errors found
- All workpapers, including all documentation from the examination, to support the Contractor's report
- A final copy of the report

PROFESSIONAL DESIGNATIONS AND MINIMUM QUALIFICATIONS. —

The Contractor must:

- Possess one or more of the following professional designations:
 - Certified Insurance Examiner (CIE)
 - Accredited Insurance Examiner (AIE)
 - Accredited Financial Examiner (AFE)
 - Certified Financial Examiner (CFE)
 - Certified Public Accountant (CPA)
 - Chartered Property and Casualty Underwriter (CPCU)
- Have a minimum of five years examining/auditing property insurers
- Have experience examining policy on personal residential policies, commercial residential policies, mobile home policies, farm owners policies, and any other covered policies as defined in Section 215.555, Florida Statutes
- Have experience examining property insurance policies
- Have experience with Microsoft Access, Microsoft Excel, and Microsoft Word
- Similar experience related to the above requirements may be accepted at the discretion of the SBA.

COMPENSATION. —

The SBA shall compensate the Contractor at an hourly rate of \$100 for the following approved project hours:

<u>Type of Exam</u>	<u>Estimated Hours</u>	<u>Total Base Exam Price</u>
Expanded	102	\$10,200
Regular	73	\$7,300
Limited	55	\$5,500

- Final billing of services is applicable only to actual time worked and any reasonable and necessary expenses for travel when providing services to the SBA or FHCF are subject to the maximum provided by Section 112.061, Florida Statutes, and any other applicable laws or rules.
- If additional hours are required that exceed the estimated number of hours for each type of exam, the Contractor can request reimbursement for the additional hours provided the FHCF Director of Examinations has approved the hours in advance.

ADDITIONAL CONDITIONS. —

- The Contractor shall review all examination workpapers for accuracy and completeness before submitting the workpapers to the FHCF. Any workpapers found to be unacceptable by the SBA shall be corrected by the Contractor at no additional cost to the SBA.
- The Contractor is prohibited from making any recommendations to an FHCF participating insurer during the course of the exposure examination. The final recommendations will be communicated through the examination report.
- The Contractor may be required to participate in and support the findings in exit conferences with insurers or any follow-up meetings where the examination work is referenced.