

**A PROFESSIONAL SERVICES AGREEMENT FOR TECHNOLOGY AND BUSINESS  
OPTIMIZATION CONSULTING SERVICES BETWEEN  
THE CITY OF DORAL  
AND  
PLANTE & MORAN PLLC**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of 1/30/2024, 2024, by and between PLANTE & MORAN PLLC, a foreign for profit corporation registered to conduct business in the State of Florida, having its principal office at 3000 Town Center, Suite 100, Southfield, MI 48075 (hereinafter referred to as the "Contractor"), and the City of Doral, a political subdivision of the State of Florida, having its principal office at 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166 (hereinafter referred to as the "City").

**RECITALS**

**WHEREAS**, City staff has recommended that the CITY enter into a one (1) year agreement with PLANT & MORAN PLLC for technology and process optimization consulting services; and

**WHEREAS**, the Mayor and City Council have previously authorized an agreement with Plante & Moran PLLC, pursuant to Resolution 21-134, to provide a postimplementation review of Tyler Technologies EnerGov, permitting, land management, code enforcement, and business licensing application, and the City's primary system integration with Tyler Technologies; and

**WHEREAS**, during the course of the agreement, Plante & Moran PLLC provided valuable input and assisted the City's Development Services Department in implementation, open ticket

**WHEREAS**, Plante & Moran PLLC is recognized as a leader in the providing of services to over 200 governmental agencies on technology and operations improvement; and

**WHEREAS**, Section 2-322 of the Code of Ordinances of the City of Doral, authorizes the City Manager to "purchase from (piggyback) a contract entered into by another governmental or public entity provided the city manager has determined that it is practical and advantageous for the city to employ this method of procurement and that the governmental or public entity has followed a competitive bidding procedure leading to the award of the bid or contract"; and

**WHEREAS**, Seminole County has procured the services of Plante & Moran PLCC through a competitive bidding process (RFP-604127-21/LNF) and the City Manager having determined that it is practical and advantageous for the City to obtain the described services by piggybacking the Seminole County; and

**WHEREAS**, on December 6, 2023, the Mayor and the City Council members adopted Resolution No. 23-205, authorizing the City Manager to enter into an agreement with the Contractor, for technology and process optimization consulting services based on the Miami Dade Contract No. EN001442 in an amount not to exceed departmental budgeted funds.

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Contractor and the City agree as follows:

**1. Incorporation by Reference and Order of Precedence**

1.1 The Documents which comprise this Agreement between the City and Contractor are attached hereto, and made a part of this Agreement and have the following Order of Precedence:

- A. This Agreement;
- B. Consulting Services for Permitting Software Needs Assessment Agreement dated November 18, 2021 and the First Amendment to Consulting Services for Permitting Software Needs Assessment Agreement dated November 30, 2022, between Seminole County and Plante & Moran PLLC (RFP-604127-21/LNF), attached hereto as Exhibit “A”, (hereafter referred to collectively as “Seminole County Agreement”); and
- C. The Contractor’s Proposal, dated September 29, 2023, attached hereto as Exhibit “B”

1.2 In the event of a conflict between any of the terms and conditions in the Exhibits, the terms and conditions of the documents shall prevail in the following order:

- A. This Agreement; then
- B. Exhibit “B”; then
- C. Exhibit “A”.

**2. Scope of Services/Deliverables.**

2.1 The City agrees to the purchase consulting services as defined herein from the Contractor and the Contractor agrees to provide the consulting services to the City in accordance with the terms and conditions set out in the Seminole County Agreement and its Amendment (RFP RFP-604127-21/LNF).

**3. Term and Conditions.**

3.1 The term of this Agreement shall be for one (1) year commencing on January 15, 2024, and terminating twelve (12) months therefrom.

- 3.2 All terms and conditions of the Seminole County Agreement and its Amendment (RFP RFP-604127-21/LNF) are adopted and incorporated into this Agreement, with the exception of those terms and conditions defined below.
- 3.3 Contractor shall comply with the terms and conditions set out in the Seminole County Agreement, its Amendment (RFP RFP-604127-21/LNF), and this Agreement and agrees that the City may access the Contractor's services through Seminole County Agreement and its Amendment (RFP RFP-604127-21/LNF).
- 3.4 Contractor agrees that with reference to Seminole County Agreement and its Amendment (RFP RFP-604127-21/LNF), the City of Doral shall replace "Seminole County" and or the "County" where referenced. For clarity, it is the intent of the Parties that the City shall enjoy the same terms and conditions as Seminole County in the execution and performance of Seminole County Contract and its Amendment (RFP RFP-604127-21/LNF), and the modified and added terms and conditions contained in this Agreement.

**4. Scope of Services.**

- 4.1 The Contractor shall provide technology and process optimization consulting services designed to optimize people, processes, and technology to support the City's ability to sustain its Tyler EPL enhancements, continue to promote the successful adoption of EPL supported activities, and provide additional technology and process advisory services, as described in the Contractor's proposal (Exhibit "B").

**5. Fees and Payment Terms.**

- 5.1 In exchange for performing the Scope of Services, City shall pay the Contractor three thousand dollars (\$3,000.00) a month over a twelve (12) month term, which shall include twelve (12) hours of project management per month.
- 5.2 If the City desires to exceed twelve (12) hours in any month, the City shall pay the Contractor for the additional hours at the rate of two hundred and fifty dollars (\$250.00) per hour.
- 5.3 The parties agree that the above-described fees are based on Scope of Assumptions contained in the Contractor's Proposal. Should the Assumptions change, the Contractor may adjust the fees in consultation with the City.

**6. Loss of Funding.**

6.1 This Agreement shall remain in full force and effect only as long as funding for the services provided for in this Agreement has been appropriated by the City Council in the annual budget for the fiscal year of the Agreement. This Agreement is subject to termination based on lack of funding.

**7. Governing Law, Jurisdiction, and Venue.**

7.1 Section 28 of the Seminole County Agreement is amended, in its entirety, as follows:

The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the Courts of Eleventh Judicial Circuit in and for Miami-Dade County or in the event of federal jurisdiction the United States District Court for the Southern District of Florida.

**8. Conflict of Interest**

8.1 Section 15 of the Seminole County Agreement is amended by adding the following:

- (c) The Contractor represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. Upon request of the Contractor, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.
- (d) The Contractor agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by The City of Doral Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in

connection with the Agreement conditions hereunder. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly that would conflict in any manner or degree with the performance of the services.

- (e) Standards and Proper Decorum: The City promotes and expects a high standard of ethics and professional conduct in all City employees. The Contractor shall be held to the same standards and shall be held accountable for any conduct or demeanor contrary to the City employee conduct policy while representing the City.

**9. Employment Eligibility Verification (E-Verify)**

9.1 Section 34 of the Seminole County Agreement is, in its entirety, amended as follows:

- (a) The Contractor must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (b) The Contractor shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security’s E-Verify System, and further provides that a public entity may not enter into a

contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. Contractor must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit "C".

**10. Public Records Law**

10.1 Section 27(e) of the Seminole County Agreement is amended as follows:

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 AGREEMENT, THE CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-593-6730 E-MAIL ADDRESS: [CONNIE.DIAZ@CITYOFDORAL.COM](mailto:CONNIE.DIAZ@CITYOFDORAL.COM), AND MAILING ADDRESS: THE CITY OF DORAL HALL 8401 NW 53RD TERRACE, DORAL, FL 33166.

**11. Notices**

11.1 Section 31 of the Seminole County Agreement is amended as follows:

For the City: Barbara Hernandez  
City Manager  
City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

With a Copy to: City Attorney  
City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

For Consultant: Mark Warner  
Plant & Moran PLLC  
300 Town Center, Suite 100  
Southfield, MI 48075

**12. Sovereign Immunity**

12.1 The following Section is added to the Seminole County Agreement as Section 34(a):

The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**13. Scrutinized Companies**

13.1 The following Section is added to the Seminole County Agreements as Section 35:

- (a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City's may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have

submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- (b) If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City's may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by the Contractor by and through its Principal, whose representative has been duly authorized to execute same.

**CITY OF DORAL**

Attest:

*Connie Diaz*

\_\_\_\_\_  
Connie Diaz, City Clerk

*B.H.H.*

By: \_\_\_\_\_  
Barbara Hernandez, City Manager  
1/30/2024  
Date: \_\_\_\_\_

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

*Valerie Vincente*

\_\_\_\_\_  
Valerie Vincente  
NABORS, GIBLIN & NICKERSON, P.A.  
City Attorney

**PLANTE & MORAN, PLLC**

By: \_\_\_\_\_  
Mark Warner, Partner  
Date: January 11, 2024

STATE OF Michigan  
COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of  physical presence or  
\_\_\_ online notarization, this 11<sup>th</sup> day of January, 2024, by Mark Warner, as manager of  
Plante & Moran PLLC, a Michigan Professional Limited Liability Company authorized to conduct  
business in the State of Florida. He is personally known to me or produced  
\_\_\_\_\_ as identification.

*Kim Szlachetka*  
\_\_\_\_\_  
Signature of Notary  
KIM SZLACHETKA  
Notary Public - State of Michigan  
County of Wayne  
My Commission Expires Apr 30, 2030  
Acting in the County of Oakland  
Print, Type, or Stamp Name of Notary



EXHIBIT "A"

CONSULTING SERVICES FOR PERMITTING SOFTWARE NEEDS ASSESSMENT AGREEMENT (RFP-604127-21/LNF)

THIS AGREEMENT is dated as of the 18th day of November 20 21, by and between PLANTE & MORAN PLLC, duly authorized to conduct business in the State of Florida, whose address is 300 Town Center, Floor 400, Southfield, Michigan 48075, in this Agreement referred to as "CONSULTANT", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide consulting services for permitting software needs assessment for Seminole County; and



WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONSULTANT agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study.



CONSULTANT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONSULTANT's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Purchase Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Purchase Order amount, and in no event may the Purchase Order amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of COUNTY's approval for any substitution.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

**Section 3. Authorization for Services.** Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached as Exhibit B. Each Purchase Order must describe the services required, state the dates



for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The services to be rendered by CONSULTANT must be commenced as specified in such Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". The CONSULTANT will be compensated in accordance with the rate schedule attached as Exhibit C.



**Section 6. Reimbursable Expenses.**

(a) If a Purchase Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee," "Not-to-Exceed," or "Limitation of Funds" amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not



obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at \$100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:  
\$6.00 without receipts  
\$10.00 with receipts;
2. Lunch:  
\$11.00 without receipts  
\$13.00 with receipts;
3. Dinner:  
\$19.00 without receipts  
\$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.



(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

**Section 7. Payment and Billing.**

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) The invoice must be sent to:

(1) AP@SeminoleClerk.org

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Consulting Services for Permitting Software Needs Assessment Agreement  
(RFP-604127-21/LNF)  
Page 5 of 26



- (2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

- (3) A copy of the invoice must be sent to:

Seminole County Information Services Department  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

(f) Upon review and approval of CONSULTANT's invoice, COUNTY shall pay CONSULTANT the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 8. General Terms of Payment and Billing.**

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONSULTANT and COUNTY. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the



United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONSULTANT shall make such materials available at CONSULTANT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.



**Section 9. Responsibilities of CONSULTANT.**

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement.



CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

**Section 10. Ownership of Documents.** All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

**Section 11. Termination.**

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.



(c) If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONSULTANT will be liable to COUNTY for all reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 12. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail. For the avoidance of doubt,



proposals and any other documents submitted by CONSULTANT are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 13. Equal Opportunity Employment.** CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 14. No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 15. Conflict of Interest.**

(a) CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.



(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONSULTANT to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

**Section 16. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

**Section 17. Subcontractors.** CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 18. Indemnification of COUNTY.** To the fullest extent permitted by law, CONSULTANT shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

**Section 19. Insurance.**

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the**



**Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability, and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONSULTANT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters



of Eligibility issued to the companies by the Florida Office of Insurance Regulation, except that insurance markets based in London or the domestic surplus lines markets that operate on a non-admitted basis are permitted. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this



Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law. 

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

- \$500,000.00 (Employer's Liability-Each Accident)
- \$500,000.00 (Disease-Policy Limit)
- \$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.



(A) CONSULTANT's insurance, subject to standard exclusions, exceptions and limitations, must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Notwithstanding any standard policy exclusions, exceptions, limitations, or policy endorsements that may generally limit or exclude coverage for certain types of liability under the policy, CONSULTANT'S insurance will not contain any endorsements that are specifically directed towards excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

Each Occurrence Limit	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance. The minimum amount of coverage under the Professional Liability Policy is required to be \$1,000,000.00/Each Occurrence.

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, which may be satisfied by way of endorsement to the Commercial General



Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be \$1,000,000.00/Each Occurrence.

(5) Cyber Liability and Technology Errors and Omissions Insurance.

(A) CONSULTANT's Cyber Liability and Technology Errors and Omissions Insurance must cover its employees, subcontractors and agents for expenses, claims, and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy. CONSULTANT's policy will provide a carve-back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds.

(B) If the Cyber Liability and Technology Errors policies are written on a claims-made basis, the retroactive date must be prior to the commencement of this agreement. If the Cyber Liability and Technology Errors policies are written on a claims-made basis and non-renewed at any time during and up until the project completion, CONSULTANT shall purchase an Extended Reporting Period for at least a two (2) year period.

(C) CONSULTANT shall maintain Cyber Liability insurance providing coverage for the following:

(i) Liability for network security failures, privacy breaches and system failures, including but not limited to loss or unauthorized access, use or disclosure of Insert



Client Data, whether by CONSULTANT or any of subcontractor or cloud service provider used by CONSULTANT.

(ii) Breach Response Costs associated with a network security failure, privacy breach or system failure, including but not limited to: costs to notify affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring and identity fraud resolution services.

(iii) Expenses related to a regulatory proceeding including but not limited to regulatory investigatory costs, fines, fees and penalties.

(iv) Payment Card Industry fines, fees, penalties and assessments.

(v) Cyber extortion payments, investigatory and response costs (i.e., Ransomware Coverage).

(vi)  Business Income Loss and Extra Expenses resulting from a network security or system failure of CONSULTANT's computer network, a third parties' computer network, or both.

(vii) Costs of restoring or replacing data.

(viii) Multimedia liability.

(D) If this contract involves the provision of Cyber Technology Services, Products, or both, in addition to the above required coverages, CONSULTANT must maintain Technology Products & Services Liability insurance providing coverage for:

(i) Liability related the rendering of or failure to render technology product and services.

(E) Certificates of Insurance and Additional Insured Endorsements must reflect applicable limits, sub-limits, self-insured retentions, and deductibles.



(F) CONSULTANT will be responsible for any and all deductibles, self-insured retentions, or waiting period requirements.

(G) The minimum limits to be maintained by CONSULTANT for Cyber Liability and Technology Errors and Omissions Insurance are as follows:

Cyber Liability:	\$1,000,000 Per Occurrence or Claim
	\$3,000,000 General Aggregate
Technology Errors and Omissions:	\$1,000,000 Each wrongful act
	\$3,000,000 General Aggregate

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

**Section 20. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution



procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONSULTANT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 21. Representatives of COUNTY and CONSULTANT.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of



CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

**Section 22. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

**Section 23. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 24. Independent Contractor.** Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

**Section 25. Employee Status.** Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.



**Section 26. Services Not Provided For.** No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

**Section 27. Public Records Law.**

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONSULTANT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONSULTANT shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONSULTANT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.



(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.



**(e) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**



**Section 28. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 29. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

**Section 30. Patents and Royalties.** Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.



**Section 31. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Information Services Department  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONSULTANT:**



Plante & Moran PLLC,  
300 Town Center, Floor 400,  
Southfield, MI 48075

**Section 32. Rights At Law Retained.** The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

**Section 33. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 34. E-Verify System Registration.**

(a) CONSULTANT must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONSULTANT for engaging with or contracting for the services of any subcontractors under this Agreement, CONSULTANT must require certification



from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONSULTANT must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONSULTANT has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONSULTANT, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONSULTANT otherwise complied with this Section, COUNTY must promptly notify CONSULTANT and order CONSULTANT to immediately terminate its agreement with the subcontractor.

(c) CONSULTANT shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

DocuSigned by:  
*Luci Caston*  
5AB4F1F757A443F...

Witness  
LUCI Caston

Print Name by:  
*Kim Szlachetka*  
4F547648434C43A...

Witness  
Kim Szlachetka

Print Name

PLANTE & MORAN PLLC

DocuSigned by:  
*James E. Proppe*  
A515E0CE584AAC3...

By: JAMES E. PROPPE, Manager

Date: 11/18/2021

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SEMINOLE COUNTY, FLORIDA

Tommy Roberts  
Witness  
Tommy Roberts  
Print Name

Justina Figueroa  
Witness  
Leticia Figueroa  
Print Name

By: [Signature]  
MARKLY JEAN-CHARLES, Purchasing  
and Contracts Manager

Date: 11/18/2021

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its October 26,  
20 21, regular meeting.  
*Agenda Item # 2021-2979*

Approved as to form and  
legal sufficiency.

David B. Shields  
County Attorney

DGS/lpk  
4/29/21 5/10/21 9/28/21 11/12/21  
T:\Users\Legal Secretary CSB\Purchasing 2021\RFP-604127.docx



Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Sample Purchase Order
- Exhibit C – Contract Pricing
- Exhibit D – E-Verify Requirements Compliance



Exhibit A

## Part - 1 Scope of Services

### Background

Seminole County is located in central Florida, north of Orlando and encompasses more than 308 square miles. The County has a residential population of more than 449,124. Seminole County has prepared for growth with everything from a new expressway to pre-approved development sites, specialized job training and infrastructure incentives.

The Development Services Department employs over 75 personnel including building inspectors, plan examiners, permitting staff and other senior management and support staff. Last fiscal year the department issued 29,784 building permits, completed 15,817 plan reviews and over 79,897 inspections. In addition to building and safety services, the department oversees concurrency management, code enforcement, and County and regional planning.

Development Services uses the Naviline software system for various permit activities including, but not limited to permit creation, inspections, fees collection, code enforcements, reporting, etc. The Naviline system is integrated with several other related applications used by the County. The County is seeking the assistance from the Consultant to help select a replacement for the Enterprise systems used by Development Services, including a needs assessment, functional requirements, RFP scope creation, vendor evaluation/review, contract document assistance, and implementation. These tasks are spelled out in more detail below.

## REQUIRED SERVICES

### I. Needs Assessment/Verification

A. Conduct a review and assessment of Development Services and other user Department's business processes related to, permitting, plan review (including civil and building plans), inspection, code enforcement, records management, and the use of mobile devices including, but not limited to:

- 1) Review of business operations including software modules, reports, data security, and relevant policies and procedures
- 2) Interfaces and technical requirements
- 3) Data conversion requirements
- 4) Consultant must have a working knowledge of the County's regulations and statutory obligations and suggest business improvement processes accordingly
- 5) Consultant shall have a demonstrated understanding of the best practices in operating a Development Services department leveraging the latest technology

B. Conduct interviews of key software stakeholders

1. To determine current uses, needs and deficiencies of software, and desired functionality.
2. Key software stakeholders include, but are not limited to the following groups:
  - i) Building Inspectors



Exhibit A

- ii) Fire Inspectors
- iii) Plan Reviewers including members of the Development Review Committee
- iv) Fire Plan Reviewers
- v) Planning Specialists
- vi) Building Division Customer Counter
- vii) Planning & Zoning Customer Counter
- viii) Code Enforcement
- ix) County leadership
- x) Contractors and Developers, as specified by Seminole County Development Services
- xi) Information Services
- xii) Environmental Services

C. Presentation to management to obtain approval to develop a scope of service to replace the current Permitting System.

**Following Contract Award:**

**Deliverables:**

- Provide a timeline for completing needs assessment within two weeks of contract being awarded.
- Provide work plan and communications plan within one month of completing needs assessment.
- Provide written needs assessment report outlining issues and recommendations for software upgrade or replacement one week prior to presentation for County staff's review
- Include recommendations for optimizing user adoption and acceptance and defined desirable outcomes and proposed metrics for measurement
- Emphasis on outcomes to improve efficiency and optimize performance

**II. Develop Scope of Work**

Develop a scope of work that the County will include in an RFP intended to replace technology systems identified as not compatible with current best practices and industry standards, including:

- 1) The selection criteria (e.g. Required, Desired and Optional features), in accordance with best practices and industry standards
- 2) Define the scope of work specifying required, desired and optional software functionality and technical requirements in accordance with best practices and industry standards such as:

Exhibit A

- a. A list of required, desired and optional features and functions
  - b. A list of all required/supported hardware and database platforms
  - c. Any additional third party software requirements
  - d. Identify how the software solution may be delivered (i.e. hosted or on premise, and the costs associated with it)
- 3) Identify all necessary elements to be addressed by proposers such as data conversion, data security, implementation timeline and approach, and user training support, etc.

**Following Management Approval to develop scope:**

**Deliverables:**

Within one month of management's acceptance of Needs Assessment Report, provide written scope of work including core requirements, desired requirements, optional requirements, technical requirements, evaluation criteria and deliverables. Develop a list of potential firms qualified to submit a proposal to the County.

- Assist in preparing written responses to prospective proposers' questions via an addendum.
- Consultant will finalize the scope of work, fully-developed selection criteria, and a list of potential qualified firms.
- Provide draft addendum within two (2) business days after question period closes.



## OPTIONAL SERVICES

When submitting the proposal, a separate quote should be submitted for the optional work listed in (I), (II) and (III) below. Each of the optional services (I), (II) and (III) should be priced separately.

### **(I) Assist in Vendor and Software Selection**

- A. Work with County's Project Team to evaluate proposals, providing input and recommendations to assist with evaluations, including but not limited to:
- 1) Review proposals to verify firms pass minimum qualification(s).
  - 2) Create a proposal selection list for side-by-side comparison of proposed software features to allow for comparison of features and costs.
  - 3) Identify availability of software solution, deliverability i.e. how will it be delivered, hosted or on premise, costs and any third party software requirements.
- B. Work with the County to coordinate software demonstrations, including but not limited to:
- 1) Provide a written demo script that includes questions to ask of the responsive firms.
  - 2) Define scenario-based evaluations for the demos.
- C. Perform, with assistance from the County, reference checks for the top ranked firm(s)
- D. Assist the County in preparing the rationale for presentation to the Board of County Commissioners to support awarding of the software contract.

### **Deliverables:**

- Provide side-by-side comparison of features for proposal evaluation within two weeks of identifying firms that met minimum qualification(s)
- Provide interview script for review at least 1 week after qualified firms are identified to move onto demonstration phase
- Provide schedule of firms to present two weeks prior to demonstrations
- Provide questions to ask references three (3) business days after identifying highest- rated firms

**(II) Contract Document Assistance**

- a. Seminole County Attorney's Office will create the contract, Consultant will review the timelines, roles and responsibilities, data conversion and data security requirements, implementation benchmarks, and user training support.
- b. Assist with review of County contract, scope and deliverables, making recommendations based on prior experience and best practices associated with contracting for the services.

**(III) Implementation/Contract Management Support**

Oversight participation and independent valuation and verification of all implementation stages to ensure successful outcomes including the services below.

This option should include a list of assumptions made in preparation of the proposal. Proposals should identify number of Consultant Team members and their qualifications. Proposal should provide timeframes in terms of the number of calendar days or weeks required to complete the work. Costs should be segregated into a time and materials rate schedule and a not-to exceed maximum amount for all work. Indicate hourly rates of individuals. Provide the hourly rate for any "out-of-scope" work not included in the services requested in the RFP

- 1) Monitor selected provider's work plan, communication plan and training schedule including business process optimization and an adoption management plan that ensures County's intended outcomes are met.
- 2) Participate in project kick-off to ensure implementation methodology, roles and responsibilities, timeline and launch.
- 3) Monitor and advise on the system technical build including website and payment processing interfaces to ensure integration and outcomes are obtained.
- 4) Monitor and advise on outcomes related to workflow, interfaces, third party add-ons, and data conversion.
- 5) Oversee system administration build including defining workflows and define/build templates for security access roles. Identify gaps.
- 6) Oversee the data conversion including map fields of current systems to new system.
- 7) Ensure that reports reconciliations include the identification of which reports need to be custom built, what reports can be used, what old reports can be eliminated, and development of new reports. Use best practices in your recommendations.
- 8) Provide input on policy/procedural changes based on best practices and/or to increase efficiency.
- 9) Ensure the development and delivery of a new policy/procedural manual.
- 10) Ensure the training manuals and methodologies are developed to coincide with the County's needs and foster adoption and implementation of the new system/s.
- 11) Participate in and oversee the creation of test plans, and system and report testing.
- 12) Develop and disseminate and keep updated tasks lists for the project team.



Exhibit A

- 13) Oversee key user training; train the trainer.
- 14) Oversee end user training, including external customer training (pre and post going live).
- 15) Participate in and provide project management oversight of the Go Live implementation.
- 16) Provide Post Go Live support and training.
- 17) Participate and oversee all on-site project coordination including weekly (or more frequent if needed) meetings.

**Deliverables:**

- Conduct on-site meetings with County staff and Contractor representatives.
- Prepare documents that assist in the implementation of the selected vendor(s) system.
- Develop tests to measure the performance of the permitting system at installation to ensure that the delivered system meets the functional needs and specifications required by the proposed software contract.
- Provide weekly reports as agreed upon.



EXHIBIT "B"  
(SAMPLE OF RELEASE ORDER)

FLORIDA SALES: 85-8013708974C-0  
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners  
**PURCHASE ORDER**

**ORDER NUMBER:**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE  
MUST REFER TO THIS ORDER NUMBER

ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

S H I P	
------------------	--



V E N D O R	
----------------------------	--

ORDER INQUIRIES  
PURCHASING AND CONTRACT DIVISION  
1301 EAST SECOND STREET  
SANFORD FLORIDA 32771  
PHONE (407) 665-7116 / FAX (407) 665-7956  
ANALYST

DELIVERY	
----------	--

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.	TOTAL AMOUNT
---	--------------

SUBMIT ALL INVOICES IN DUPLICATE TO:  
CLERK - B.C.C. FINANCE DIVISION  
POST OFFICE BOX 8080  
SANFORD, FL 32772  
Accts. Payable Inquiries - Phone (407) 665 7656

\_\_\_\_\_  
AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Purchase Order Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Failure to Accept Purchase Order.** Supplier's failure to accept PO may be cause for cancellation of award. Suppliers who default are subject to suspension, debarment or both.

**3. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**4. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**5. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**6. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**7. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**8. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**9. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under

PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**10. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**11. Modifications.** PO may be modified or rescinded in writing by County.

**12. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**13. Price Protection.** Supplier warrants that prices set forth in PO are equal to lowest net price and terms and conditions of sale are as favorable as prices, terms and conditions afforded by Supplier to any other customer for goods/services of comparable grade or quality. Supplier agrees that any price reductions made in goods/services under PO, subsequent to its acceptance, but prior to its payment, will be applicable to PO.

**14. Payment Terms.** Supplier agrees the cash discount period to County will be from the date of invoice and not from receipt of goods/services.

**15. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**16. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**17. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**18. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**19. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**20. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**21. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**22. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**23. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

**24. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

**25. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.



## A. Formal notice

<b>UPLOAD BIDS ONLINE TO:</b> <a href="http://www.seminolecountyfl.gov/purchasing">www.seminolecountyfl.gov/purchasing</a> See Part 2, Section four (4)	<b>REQUEST FOR PROPOSALS (RFP)</b>  And Proposer Acknowledgment
Contact: Leticia Figueroa, CPPB Senior Procurement Analyst Phone: 407-665-7119 Email: <a href="mailto:lfigueroa@seminolecountyfl.gov">lfigueroa@seminolecountyfl.gov</a>	<b>RFP-604127-21/LNF</b> <b>Consulting Services for</b> <b>Permitting Software Needs</b> <b>Assessment</b>
<b>Bid Due Date and Time:</b> June 30, 2021 at 2:00 PM (Easter Time) <b>Public Opening:</b> Zoom at <a href="http://www.zoom.us">www.zoom.us</a> , Meeting ID: 945 9156 8605, Pass Code: 452076	
<b>Proposer Name:</b> Plante & Moran, PLLC	<b>Federal Employer ID Number:</b> 38-1357951
<b>Mailing Address:</b> 3000 Town Center, Suite 100	If returning as a "No Submittal", state reason (if so, return only this page):
<b>City, State, Zip:</b> Southfield, MI 48075	
<b>Type of Entity (Circle one):</b> Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Michigan</u> <b>List of Principals:</b> _____	The undersigned Proposer hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>4</u> : <i>E. Scott Eiler</i> July 6, 2021 Authorized Signature (Manual) Date
<b>Email Address:</b> <a href="mailto:scott.eiler@plantemoran.com">scott.eiler@plantemoran.com</a>	<b>Typed Name:</b> E. Scott Eiler
<b>Telephone Number:</b> 248-223-3447	<b>Title:</b> Partner
<b>Fax Number:</b> 248-233-8587	<b>Date:</b> July 6, 2021

**THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL**

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

RFP-604127-21/LNF - Consulting Services for Permitting Software Needs Assessment

Plante Moran's Proposal Response to Seminole County, FL  
 RFP#604127-21/LNF - Consulting Services for Permitting Software Needs Assessment

5

**Certified Copy - Grant Maloy**  
 Clerk of the Circuit Court and Comptroller  
 Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
 eCertified at 11/22/2021 10:14:35 -05:00  
 eCertified Id: B8A4-5EKF-33AV  
 Page 35 of 37

Part - 4  
Price Proposal

RFP-604127-21/LNF – Permitting Software Needs Assessment for Development Services

Name of Proposer: Plante & Moran, PLLC

Mailing Address: 3000 Town Center, Suite 100

City/State/Zip: Southfield, MI 48075

Phone Number: (248) 223.3447 FAX Number: (248) 233.8587

E-Mail Address: scott.eiler@plantemoran.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 4, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Scope must be priced independently from each other and not contingent upon the other.

COST PROPOSAL:

A. Total project cost for I. Needs Assessment/Verification \$ 119,000

(Needs Assessment/Verification)

Total project cost for II. Develop Scope of Work \$ 35,417

(Specification Document, RFP Scope Requirements, RFP Evaluation and Selection recommendation process)

B. OPTIONAL SERVICES:

(I) Assist in Vendor and Software Selection \$ 65,167

(II) Contract Document Assistance \$ 22,667

(III) Implementation/Contract Management Provide costs on separate

attachment as outlined in the scope of services, time and materials, NTE maximum, and hourly rate(s)

E. Scott Eiler  
(Printed name of person submitting FORM)

E. Scott Eiler  
(Signature of person submitting FORM)

Partner  
Position Title

RFP-604127-21/LNF - Consulting Services for Permitting Software Needs Assessment



Affidavit of E-Verify Requirements Compliance

Agreement Name: Plante & Moran, PLLC

60

Agreement Number: 1558610

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number 1558610 are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 6th day of July, 2021.



Plante & Moran, PLLC  
Consultant Name

By: E. Scott Eiler  
Print/Type Name: E. Scott Eiler  
Title: Partner

STATE OF Michigan  
COUNTY OF Washtenaw

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this 6th day of JULY, 2021, by E. Scott Eiler (Full Name of Affiant).

G. M. Mancinelli

Print/Type Name G. M. Mancinelli  
Notary Public in and for the County Washtenaw  
and State Aforementioned  
My commission expires: 11/12/26

E-Verify Affidavit  
Revised 5/19/2021

RFP-604127-21/LNF - Consulting Services for Permitting Software Needs Assessment

Plante Moran's Proposal Response to Seminole County, FL  
RFP#604127-21/LNF - Consulting Services for Permitting Software Needs Assessment

18



EXHIBIT "A"

FIRST AMENDMENT TO CONSULTING SERVICES FOR PERMITTING SOFTWARE NEEDS ASSESSMENT AGREEMENT (RFP-604127-21/LNF)

THIS FIRST AMENDMENT is made and entered into this 30th day of November, 2022 and is to that certain Agreement made and entered into on the 18th day of November, 2021, between PLANTE & MORAN PLLC, whose address is 300 Town Center, Floor 400, Southfield, Michigan 48075, in this Amendment referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on November 18, 2021, to provide to provide consulting services for permitting software needs assessment for Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Contract Pricing and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 23 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Agreement as follows:

- 1. Exhibit C of the Agreement is revised by the addition of the new Contract Pricing attached to this First Amendment as Exhibit C.
2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.



IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes

stated above.

DocuSigned by:  
Luci Caston  
5AB4F1F757A443F...

Witness  
Luci Caston

DocuSigned by:  
Kim Szlachetka  
4F647B48434C43A

Witness  
Kim Szlachetka

Print Name

PLANTE & MORAN PLLC

DocuSigned by:  
James E. Proppe  
A515E0CE584A4C3...

By: JAMES E. PROPPE, Manager

Date: 11/29/2022

Louis Staffi  
Witness  
Louis Staffi

Print Name

Leticia Figueroa  
Witness  
Leticia Figueroa

Print Name

SEMINOLE COUNTY, FLORIDA

By: Tammy Roberts  
TAMMY ROBERTS,  
Procurement Administrator

Date: November 30, 2022

For the use and reliance of  
Seminole County only.

Within the authority delegated by the County  
Manager pursuant to Section 3.554, Seminole  
County Administrative Code.

Approved as to form and  
legal sufficiency.

[Signature]

County Attorney

GLK/lpk  
11/23/22

T:\Users\Legal Secretary CSB\Purchasing 2022\RFP-604127 1am.docx

Attachment:

Exhibit C – Contract Pricing



AMENDMENT #1

EXHIBIT "C"

**RFP-604127-21/LNF - Consulting Services for Permitting Software Needs Assessment Project Phases & Costs**

COST PROPOSAL:

**A. Phase 1 & 2: \$154,417.00**

Total project cost for I. Needs Assessment/Verification \$119,000  
(Needs Assessment/Verification)

Total Project cost for II. Develop Scope of Work \$35,417  
(Specification Document, RFP Scope Requirements, RFP Evaluation and Selection recommendation process)

**B. OPTIONAL SERVICES**

**(I) Phase 3: Assist in Vendor and Software Selection - \$65,167**

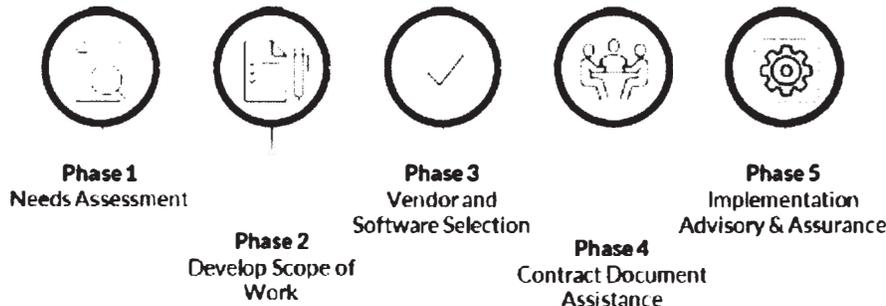
**(II) Phase 4: Contract Document Assistance - \$22,667**

**Amendment #1:**

Scope of Services (III)

**(III) Phase 5: Implementation/Contract Management - \$540,000.** This is for 90 hours per month @\$250/hour for 24 months. It would be a total of 2,160 hours that could possibly be needed.

Phase 5: Implementation advisory and assurance services (Optional Scope)



# EXHIBIT "B"

## DORAL PROPOSAL



EXHIBIT "B"

**Plante & Moran, PLLC**  
P.O. Box 307  
3000 Town Center, Suite 100  
Southfield, MI 48075  
Tel: 248.352.2500  
Fax: 248.352.0018  
plantemoran.com

September 29, 2023

Ms. Jane Decker  
City of Doral Building Department Director  
8401 NW 53 Terrace  
Doral, FL 33166

Re: Technology and Business Process Optimization Consulting Services

Dear Mrs. Decker:

Thank you for the opportunity to present this engagement letter to provide continued technology consulting services to the City. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC ("PM") will provide to City of Doral FL ("Client" or "City").

## Statement of Understanding

This scope of services is in response to the Client's request for PM to provide continuing advisory services to the City. This includes technology advisory support to sustain the Client's success in optimizing the EnerGov permitting, licensing, and land management system. PM is pleased to support the City's optimization of EnerGov to leverage the latest capabilities of the next 2023 release and build the City Building Department's capacity to achieve ISA accreditation. PM also recognizes the City's innovation labs initiative to redesign business processes to drive improvements in service delivery.

The document proposes to continue Plante Moran's advisory services to the City. These services will be provided on a month-to-month basis to support the City's EnerGov Project Team, including stakeholder departments including Information Technology, Building, Planning, Code, Finance (BTR), and Public Works.

## Background

Over the course of the previous consulting engagement, the City successfully completed several improvements to technology services supporting the land development process. Since December 2021, the City successfully completed over 30 change enhancements and resolved 60+ Tyler support cases. As a result of these changes, customer service delivery within the community and internally has significantly improved. The City is now driving forward to create greater citizen value.

Plante Moran's Public Services Delivery Team innovates with its clients who represent growing jurisdictions across the US to promote digital equity, digital engagement, and customer success. Our team can offer process reengineering strategies as the City rearchitects its business processes as part of the innovation labs initiative. PM's customer success scorecard and assessment framework are resources for the City to use in conjunction with change management practices designed to drive ideas to adoption.

## Scope of Services

PM's Public Services Delivery Service Line will provide advisory services designed to optimize people, process, and technology. Through our Team's experience delivering consulting services for Tyler's Enterprise Permitting and Licensing (EPL) solution, we will combine this knowledge with an understanding of the City's business functions and positive relationship with the Client's leadership team. The services outlined in this agreement will support the City's ability to sustain its Tyler EPL enhancements, continue to promote the successful adoption of EPL supported activities, and provide additional technology and process advisory services including:

- Evaluate opportunities for continued process optimization through use of Tyler Technologies EPL and other technology resources.
- Provide resources and guidance for technical and process innovation through the City's innovation lab initiative.
- Provide coaching and technical expertise to advise the client on emerging technologies that can sustain the City's continued improvement.
- Deliver support for the City's ongoing improvement initiatives and accreditation process.
- Ensure the City effectively manages use of electronic plan review technology, including support for potential changes to electronic plan review, artificial intelligence (AI) technologies and other tools within the Tyler system.
- Provide continued support to the City's EnerGov/EPL System Administrator as the City strives to manage and implement proposed changes internally.
- Support training opportunities including opportunities to onboard and offboard additional staff into the stabilized system, provide continued training, and support for change configuration process.
- Ensure the City effectively leverages the process for scheduling training through the PACE Program to ensure new/existing staff are proficient in utilizing the capabilities EnerGov affords.
- Provide coaching and technical expertise to the City's EnerGov System Administrator in addition to the City's technical and functional leads.

**Staffing:** PM will provide an experienced team of consultants to provide services to Client as follows with a principal project manager as the Client's single point-of-contact:

- Deepak Agarwal as Project Director
- Christopher Blough as Principal Project Manager
- Caroline Glass as Senior Project Consultant

Should additional expertise be required, PM may have additional staff members provide services with the approval of City's Project Manager.

**Plante Moran's Qualifications:** Plante Moran is one of the top 20 largest public accounting and management consulting firms in the nation. With a history spanning more than 95 years, our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, cybersecurity, and family wealth-management services. Fortune Magazine has rated Plante Moran as one of the "100 Best Companies to Work for in America" for the last 25 years. Plante Moran has been providing independent enterprise system needs assessment, software selection, and implementation consulting services to governmental clients for the last 40 years. We are proud to solve our clients' most significant challenges as a trusted advisor.

**Commitment to Florida:** Plante Moran has a very strong commitment serving over 40 public agencies in Florida including Miami-Dade and Broward Counties in addition to the cities of Hollywood, West Palm Beach, Hallandale Beach, Miami, and West Palm Beach, among others. To assist us in this specialization, we are active members of Florida professional associations that have a focus on the application of technology for government in the State, including: FGFOA, FCCMA, FLGISA, BOAF, PAAF, APA, and FTCA. We are proud to be presenting at these organizations including presentations for four consecutive years at the Building Officials Association of Florida (BOAF) Annual Conference and BOAF Emerging Technologies Seminar.

## Project Work Plan

The scope of the project management services to be performed will include project advisory services including the performance of the following activities in consultation with the Client's project sponsor and leadership team.

### PM's Advisory Services for Technology and Business Process Optimization

- Innovation lab idea generation and use case definition
- Discovery, configuration, and testing environment reviews
- Project status reports and meeting minutes
- Organizational change readiness and management strategies
- Updates to communications, schedule, risks, decision logs/plans
- Training curriculum and material reviews
- Review system acceptance testing and training plans
- Review and monitor project management plans
- Review of vendor SOW and monitor execution
- Reviews to project schedule mgt plan
- Reviews to project timeline revisions
- Project deliverables tracking and acceptance
- Stakeholder roles and responsibilities matrix
- Budget monitoring
- Project change control procedures
- Documentation of project issues, risks, and decisions
- Best practice review of business processes, roles, separation of duties for EnerGov configuration discussions
- Systems integration review including electronic plan review, Tyler Cashiering, and other modules
- Transition strategy / go-live checklist for upgrade management activities
- Contract administration reviews
  - Revisions to master implementation services agreements
  - Revisions to statement of work
  - Revisions to maintenance and technical support agreements
  - Revisions to service level agreements
- Project organizational chart review
- Project implementation resource plan and recommendations for project execution
- Organizational change readiness support
- Scope statement and validation
- Stakeholder impact matrix and organizational change management plan
- Implementation lessons learned
- Staff communications reviews
- Project closeout activities

## Scope Assumptions

- PM and Client understand that Tyler will be responsible for providing training services through the Tyler Online Learning Labs and Tyler PACE Program.
- Our services will be advisory in nature since Tyler Technologies does not certify third-party integration partners, PM is not certified to perform integration services for EnerGov/EPL. Therefore, PM will not perform any configuration of the EnerGov/EPL system and/or environment on the City's behalf.
- PM and Client mutually understand that the required activities will be based upon the availability of information and ready access to Client staff. PM will work with the Client's dedicated Project Sponsor to determine the best course of action to balance the project objectives in a cost-effective manner.
- Client staff will ensure they are available and committed to completing the necessary activities and participating in required meetings within the agreed upon timelines established by the adopted project plan prepared in conjunction with Plante Moran.
- Client will assist PM with the identification of appropriate Client staff and will be responsible for coordinating the scheduling of staff to participate in project activities and meetings.
- The majority of services will be provided remotely using Microsoft Teams collaboration tools in conjunction with other tools the Client and/or PM identify to be of mutual benefit to achieving project objectives. In person/on-site services can be provided with advance notice based upon mutually availability of both parties.
- All services for this project will be performed in accordance with both the Client's and PM's COVID-19 safety protocols.
- A Client project sponsor will be available throughout the project's duration and will be the point of contact for all services PM performs.
- Project risks are immediately documented with proactive mitigation strategies.
- Client and PM will meet on a regular basis to discuss project issues and manage change requests that may impact schedule, staff availability, resource commitments, and the quality of results.

## Fees and Payment Terms

Plante Moran proposes a monthly fixed fee of \$3,000 for up to 12 hours of project management services commencing on November 1, 2023, through September 30, 2024. Client or PM may cancel this agreement by providing at least 30 calendar days' advance notice to the other party.

At Client's option, PM can provide advisory services exceeding 12 hours per month. These services will be invoiced at a discounted, hourly rate of \$250/hr in addition to the monthly fixed fee. The Client's designated project sponsor will be the Client's point of contact to authorize these changes in writing before PM delivers additional services.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices will be rendered periodically and are due when received.

The fees presented are based on the Scope Assumptions provided in this agreement. Should these assumptions change, PM would adjust its professional fees accordingly, in consultation with the Client.

If you are in agreement with our understanding of this engagement as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign a copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

**PLANTE & MORAN, PLLC**



Mark Warner, Partner

### Agreed and Accepted

**We accept this engagement letter and the accompanying Professional Service Agreement (collectively, "Agreement"), which set forth the entire agreement between City of Doral FL, (referred to herein as "you," or "Client") and Plante & Moran, PLLC with respect to the services specified in this engagement letter.**

**Plante & Moran, PLLC**

Mark Warner

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Date

**City of Doral FL**

\_\_\_\_\_  
Jane Decker  
Building Department Director

\_\_\_\_\_  
Date

# EXHIBIT "C"

## E-VERIFY AFFIDAVIT

**EXHIBIT "C"**  
**E-VERIFY AFFIDAVIT**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security’s E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

\_\_\_\_\_

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

**Notary Public Information**

Sworn to and subscribed before me on this this \_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_

Is personally known to me or

Has produced identification (type of identification produced): \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

Print or Stamp of Notary Public Expiration Date

**RESOLUTION No. 23-205**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PLANTE & MORAN, PLLC FOR THE PROVISION OF TECHNOLOGY AND BUSINESS PROCESS OPTIMIZATION CONSULTING, UTILIZING SEMINOLE COUNTY AGREEMENT No. RFP-604127-21/LNF, IN AN AMOUNT NOT TO EXCEED \$50,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on June 9, 2021, the City of Doral (“City”) approved Resolution No. 21-134, waiving competitive bidding, and authorizing an agreement with Plante & Moran, PLLC (“Plante Moran”) to provide Energov Stabilization Consulting Services in response to Plante Moran’s proposal letter dated May 20, 2021 (“Professional Services Agreement”); and

**WHEREAS**, pursuant the Resolution 22-200, the City Council authorized the extension of the Professional Services Agreement until September 30, 2023; and

**WHEREAS**, the Plante Moran Local Government Service Delivery Team Advisors enable communities to assess, optimize, and elevate their capability to serve the public in the many disciplines and departments involved in the land development process; and

**WHEREAS**, Plante Moran’s experience includes community development, planning, permitting, inspection, licensing and code enforcement; and

**WHEREAS**, Plante Moran is experienced in understanding the needs of Florida clients and the procurement process followed within the State of Florida; and

**WHEREAS**, pursuant to Section 2-322 of the City’s Code of Ordinances, the City is authorized to purchase supplies, materials, equipment and contractual services

utilizing a contract entered into by another governmental or public entity provided that the City Manager has determined that it is practicable and advantageous for the city to employ this method of procurement and that the governmental or public entity has followed a competitive bidding procedure leading to the award of the bid or contract; and

**WHEREAS**, the Building Department respectfully requests that the Mayor and Councilmembers authorize the City Manager to negotiate and execute a new professional services agreement with Plante Moran for technology and business process optimization consulting services, utilizing Seminole County Agreement No. RFP-604127-21/LNF, for a term of one (1) year for a monthly fixed fee of \$3,000.00 for up to twelve (12) hours of project management services and any additional services requested by staff at a rate of \$250.00 per hour for a total contract amount not to exceed \$50,000.00; and

**WHEREAS**, funding for the aforementioned agreement will be from Building Department Professional Services Account No. 109.70005.500310.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted and incorporated herein and made a part hereof by reference.

**Section 2. Authorization.** The City Manager is hereby authorized to negotiate and execute such agreements and other contractual documents, subject to approval by the City Attorney as to form and legal sufficiency, as may be necessary to consummate the procurement of the good and services contemplated herein in a total amount not to exceed fifty thousand dollars (\$50,000). This authorization does not vest Plante Moran with any contractual rights unless and until a duly authorized agreement is executed by the City Manager.

**Section 3. Implementation.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 6 day of December, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for  
NABORS, GIBLIN & NICKERSON, P.A.  
CITY ATTORNEY