



PROCUREMENT MANAGEMENT DIVISION
8401 NW 53rd Terrace,
Doral, Florida 33166
Procurement@cityofdoral.com

**NOTIFICATION OF PIGGYBACK OF CONTRACT FOR GOODS/ SERVICES
BID BY ANOTHER PUBLIC ENTITY: CITY OF CORAL SPRINGS RFP NO. 23-A-185P –
DEFINED BENEFIT CONTRIBUTION PLAN CONSULTING SERVICES**

WHEREAS, *Mariner Institutional, LLC*, (“CONTRACTOR”), whose address is *531 W. Morse Boulevard, Suite #200, Winter Park, Florida 32789*, entered into an Agreement with the *City of Coral Springs, Florida* dated July 28, 2023)

WHEREAS, the City of Doral, a Florida municipal corporation (“CITY”) has the legal authority to “piggyback” onto a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

WHEREAS, the CITY desires to “piggyback” onto the above referenced Contract (“Contract” see Attachment ‘A’) between the CONTRACTOR and the *City of Coral Springs, Florida* for utilization of the same or similar services for *Defined Benefit Contribution Plan Consulting Services* and the Contractor consents to the aforesaid “piggybacking”.

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

1. Affirmation

The Contractor affirms and ratifies the terms and conditions of the Contract and agrees to perform the services set forth herein for the CITY in accordance with the terms of said Contract through the ending date of the Contract.

2. Changes

Services shall be provided in accordance with the terms of the Contract except for the following changes. All other terms shall remain.

- a. Point of Delivery.** Services for the CITY shall be made to the locations as designated by the CITY.
- b. Party Substitution.** References to “*City of Coral Springs, Florida*” shall be replaced with City of Doral (CITY).

3. Amendment

Any Amendments to “piggybacked” Contract between CONTRACTOR and *City of Coral Springs, Florida* shall be automatically incorporated into this piggyback Contract.



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4. Term

Contract Section 5.01, Terms and Time for Performance. The Contract shall commence on October 1, 2024, and end on September 30, 2025. Any renewals shall be in writing and approved in accordance with the CITY's procurement policy.

5. Compensation

Contract Section 6, Compensation. CONTRACTOR shall be paid an amount of Twenty-Five Thousand Dollars (\$25,000) per contract year for its services and shall be paid on a quarterly basis, in arrears, as invoiced.

6. Counterparts

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]



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Doral, Florida 33166

Procurement@cityofdoral.com

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 CONTRACTOR, whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____
Rey Valdes, City Manager

10/28/2024

Date: _____

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

Lorenzo Cobiella, Esq.
City Attorney

Mariner Institutional LLC

By: _____

Its: VP, Compliance & CCO

Date: 10/21/2024

Attachments:

Exhibit A – City of Coral Springs Executed Agreement and Amendment

Contractor Contact Information:

Sara Searle, Vice President, Compliance

Sara.Searle@mariner.com

407-627-1812

**AMENDMENT TO AGREEMENT WITH THE CITY OF CORAL SPRINGS AND
MARINER INSTITUTIONAL, LLC TO PROVIDE DEFINED BENEFIT
CONTRIBUTION PLAN CONSULTING SERVICES**

THIS AMENDMENT TO AGREEMENT, entered into this 4 day of
May _____, 2024 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

MARINER INSTITUTIONAL, LLC

a limited liability company
231 West Morse Boulevard, Suite 200
Winter Park, Florida 32789
(hereinafter referred to as "CONSULTANT")

WHEREAS, on July 28, 2023 CITY entered an Agreement with Andco Consulting, LLC to provide defined benefit contribution plan consulting services; and

WHEREAS, Andco Consulting, LLC assigned the Agreement and the amendments thereto to CONSULTANT and the Consent for Assignment is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, Section 13 of the Agreement provides that the CITY must consent to such assignment; and

WHEREAS, CITY consents to the assignment of the Agreement and CONSULTANT agrees to assume and agree to all terms and conditions of the Agreement and the amendments thereto; and

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONSULTANT for services rendered to CITY hereunder, the parties hereby agree as follows:

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2.

Pursuant to Section 13 of the Agreement, CITY consents to the assignment of the Agreement and any amendments thereto from Andco Consulting, LLC to CONSULTANT. CONSULTANT agrees that all rights, responsibilities, obligations, terms, and/or conditions applicable to Andco Consulting, LLC arising from the Agreement, or the amendments thereto are assumed and agreed to by CONSULTANT.

SECTION 3. This Agreement shall become effective upon approval by CITY.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and MARINER INSTITUTIONAL, LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

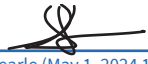
APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (May 1, 2024 16:27 EDT)
CHRISTINA M. GOMEZ
Assistant City Attorney

CITY OF CORAL SPRINGS, FLORIDA

Miguel Machuca
Miguel Machuca (May 4, 2024 14:48 EDT)
MIGUEL MACHUCA, Purchasing Manager

MARINER INSTITUTIONAL, LLC

By: 
Sara Searle (May 1, 2024 15:56 EDT)

Title: Chief Compliance Officer

Print Name: Sara Searle

MARINER

April 8, 2024

Re: Authorized Signatory for Mariner Institutional LLC

To Whom It May Concern:

Please be advised that Sara Searle (Vice President, Compliance and Chief Compliance Officer, Mariner Institutional LLC) serves as an authorized signatory on behalf of Mariner Institutional. Ms. Searle has the authority to take the following acts on behalf of Mariner Institutional:

- (i) Execute investment advisory contracts and related contractual documentation
- (ii) Bind and execute submissions in response to requests for proposals for investment advisory services and such other documents necessary or appropriate to be submitted in connection with such proposals
- (iii) Execute other documents on behalf of Mariner Institutional in conjunction with current or potential advisory client requests

Should you require additional information, please do not hesitate to contact me.

Sincerely,



Anne Dorian

General Counsel and Chief Compliance Officer

Mariner Wealth Advisors

913-387-2701

Anne.Dorian@marinerwealth.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
MARINER INSTITUTIONAL LLC

Filing Information

Document Number L00000011719
FEI/EIN Number 59-3676225
Date Filed 09/25/2000
State FL
Status ACTIVE
Last Event LC NAME CHANGE
Event Date Filed 03/27/2024
Event Effective Date 04/02/2024

Principal Address

531 W. Morse Blvd.
Suite 200
Winter Park, FL 32789

Changed: 04/13/2021

Mailing Address

531 W. Morse Blvd.
Suite 200
Winter Park, FL 32789

Changed: 04/13/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 11/04/2019

Address Changed: 11/04/2019

Authorized Person(s) Detail

Name & Address

Title Manager

Welker, Michael F.
 531 W. Morse Blvd.
 Suite 200
 Winter Park, FL 32789

Title AMBR

DORIAN, ANNE
 5700 W. 112TH ST.
 STE 500
 OVERLAND PARK, KS 66211

Title MGR

BICKNELL, MARTIN
 5700 W. 112TH ST.
 STE. 500
 OVERLAND PARK, KS 66211

Title MGR

BICKNELL, CHERYL
 5700 W. 112TH ST.
 STE 500
 OVERLAND PARK, KS 66211

Annual Reports

Report Year	Filed Date
2022	03/30/2022
2023	01/28/2023
2024	01/18/2024

Document Images

03/27/2024 -- LC Amendment and Name Change	View image in PDF format
01/18/2024 -- ANNUAL REPORT	View image in PDF format
01/28/2023 -- ANNUAL REPORT	View image in PDF format
03/30/2022 -- ANNUAL REPORT	View image in PDF format
04/13/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
11/04/2019 -- CORLCRACHG	View image in PDF format
01/29/2019 -- ANNUAL REPORT	View image in PDF format
03/08/2018 -- ANNUAL REPORT	View image in PDF format
01/18/2017 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- LC Name Change	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
01/31/2015 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- LC Amended and Restated Art	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format

06/03/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
01/24/2011 -- ANNUAL REPORT	View image in PDF format
01/22/2010 -- ANNUAL REPORT	View image in PDF format
08/13/2009 -- ANNUAL REPORT	View image in PDF format
07/23/2008 -- ANNUAL REPORT	View image in PDF format
05/31/2007 -- ANNUAL REPORT	View image in PDF format
07/06/2006 -- ANNUAL REPORT	View image in PDF format
07/05/2005 -- ANNUAL REPORT	View image in PDF format
07/08/2004 -- ANNUAL REPORT	View image in PDF format
02/05/2003 -- LIMITED LIABILITY CORPORATION	View image in PDF format
03/13/2002 -- ANNUAL REPORT	View image in PDF format
07/02/2001 -- ANNUAL REPORT	View image in PDF format
09/25/2000 -- Florida Limited Liabilites	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT A

L00000011719

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800426069728

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TALLAHASSEE, FLORIDA

2024 MAR 27 AM 10:02

FILED

OFFICE OF STATE
TALLAHASSEE, FLORIDA

2024 MAR 27 AM 1:29

FILED

CT CORP
(850) 656- 4724
3458 lakesore Drive
Tallahassee, FL 32312

Date: 03/27/2024

Acc#120160000072

eric DW

Name:	Andco Consulting, LLC
Document #:	
Order #:	15459323 - 1

Certified Copy of Arts & Amend:	<input type="checkbox"/>	
Plain Copy:	<input type="checkbox"/>	
Certificate of Good Standing:	<input type="checkbox"/>	
Certified Copy of	<input type="checkbox"/>	
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:
		Number of Certs:

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>
	Plain: <input type="checkbox"/>
	COGS: <input type="checkbox"/>

Email Address for Annual Report Notifications:

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ **55.00**

Thank you!

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: AndCo Consulting, LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Eliza Waterman
Name of Person

Mariner Wealth Advisors, LLC
Firm/Company

5700 W. 112th Street, Suite 500
Address

Overland Park, KS 66211
City/State and Zip Code

eliza.waterman@marinerwealth.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Eliza Waterman at (913) 214-0488
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- \$25.00 Filing Fee
- \$30.00 Filing Fee & Certificate of Status
- \$55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address:
 Registration Section
 Division of Corporations
 P.O. Box 6327
 Tallahassee, FL 32314

Street Address:
 Registration Section
 Division of Corporations
 The Centre of Tallahassee
 2415 N. Monroc Street, Suite 810
 Tallahassee, FL 32303

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
AMBR	Anne Dorian	5700 W. 112th St. Ste 500, Overland Park, KS 66211	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Martin Bicknell	5700 W. 112th St. Ste 500, Overland Park, KS 66211	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Cheryl Bicknell	5700 W. 112th St. Ste 500, Overland Park, KS 66211	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Multiple horizontal lines for amending information.

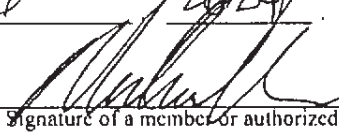
2024 MAR 27 AM 10:02
TALLAHASSEE, FLORIDA

FILED

E. Effective date, if other than the date of filing: April 2, 2024 (optional)
(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:
(b) The 90th day after the record is filed.

Dated March 26, 2024


Signature of a member or authorized representative of a member

Michael F. Welker
Typed or printed name of signee












Agreement with Mariner Institutional, LLC

Final Audit Report

2024-05-04

Created:	2024-04-30
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5KdL4EJTbJTyiVYSEf9tq14GH_7YcDT6

"Agreement with Mariner Institutional, LLC" History

-  Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2024-04-30 - 9:13:18 PM GMT- IP address: 24.233.167.201
-  Document emailed to sara.searle@mariner.com for signature
2024-04-30 - 9:15:08 PM GMT
-  Email viewed by sara.searle@mariner.com
2024-05-01 - 7:56:02 PM GMT- IP address: 161.123.52.58
-  Signer sara.searle@mariner.com entered name at signing as Sara Searle
2024-05-01 - 7:56:57 PM GMT- IP address: 35.145.16.6
-  Document e-signed by Sara Searle (sara.searle@mariner.com)
Signature Date: 2024-05-01 - 7:56:59 PM GMT - Time Source: server- IP address: 35.145.16.6
-  Document emailed to cgomez@coralsprings.gov for signature
2024-05-01 - 7:57:00 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2024-05-01 - 8:27:04 PM GMT- IP address: 24.233.167.201
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2024-05-01 - 8:27:35 PM GMT- IP address: 24.233.167.201
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2024-05-01 - 8:27:37 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Document emailed to Miguel Machuca (mmachuca@coralsprings.gov) for signature
2024-05-01 - 8:27:39 PM GMT
-  Email viewed by Miguel Machuca (mmachuca@coralsprings.gov)
2024-05-04 - 6:47:34 PM GMT- IP address: 107.164.174.89

 Document e-signed by Miguel Machuca (mmachuca@coralsprings.gov)

Signature Date: 2024-05-04 - 6:48:29 PM GMT - Time Source: server- IP address: 24.233.167.201

 Agreement completed.

2024-05-04 - 6:48:29 PM GMT

**AGREEMENT WITH THE CITY OF CORAL SPRINGS AND
ANDCO CONSULTING, LLC TO PROVIDE DEFINED BENEFIT CONTRIBUTION
PLAN CONSULTING SERVICES**

THIS AGREEMENT, entered into this 28th day of July, 2023 (hereinafter “Effective Date”) by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as “CITY”)

and

ANDCO CONSULTING, LLC
a Florida corporation
531 West Morse Boulevard, Suite 200
Winter Park, Florida 32789
(hereinafter referred to as "CONSULTANT")

WHEREAS, on April 7, 2023 issued its Request Proposals RFP No. 23-A-185P (hereinafter “RFP”) which set forth CITY’S desire to hire a firm to provide defined benefit contribution plan consulting services; and

WHEREAS, City staff has reviewed the proposal submitted by CONSULTANT and recommends that CONSULTANT be selected for the services identified in the Scope of Work, attached hereto and incorporated herein as Exhibit “A;” and

WHEREAS, the Purchasing Manager concurs with the recommendation of staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. INTENT

2.01 CONSULTANT acknowledges that it is the intent of this Agreement to provide defined benefit contribution plan consulting services to CITY, including, but not limited to:

1. Perform periodic benchmarking and monitor fund performance at agreed upon intervals.
2. Monitor plans to ensure they are administered according to applicable laws, regulations and stated policies.
3. Analyze and recommend changes to investment fund line-up.
4. Review existing TPA contract for services, monitor fulfillment of service, evaluate related fee structure and recommend changes when appropriate.
5. Assist in negotiation of service level changes and support City's future RFP processes.
6. Serve as technical advisor to City's retirement planning committee.
7. Recommend new training resources to supplement existing retirement education programs.
8. Assist in the delivery and facilitation of retirement education programs for plan participants (approx. 4-6 per year).
9. Review, recommend, and assist with implementing changes to plan investment policy statement and Retirement Planning Committee Charter.
10. Provide quarterly reporting to assist retirement planning committee in monitoring plan progress.
11. Participate in regular committee meetings (approx.. 2-3 per year) and annual meetings with TPA or as required.
12. Keep the City regularly updated on industry trends, technical and regulatory issues.

SECTION 3. SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, CITY hereby retains CONSULTANT to provide the services detailed in the Scope of Work, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

4.01 CITY shall provide CONSULTANT with information required from CITY in order to complete the services in accordance with this Agreement. Said information shall include, but is not limited to, census data, contribution data, plan documents, and previous contracts which providers.

4.02 CITY shall assist CONSULTANT, as required, to enable CONSULTANT to meet the requirements of this Agreement.

SECTION 5. TERMS AND TIME FOR PERFORMANCE

5.01 This Agreement shall become effective July 1, 2023 and shall terminate on June 30, 2025. CITY reserves the right to renew this contract for two (2) additional two (2) year periods based on CONSULTANT'S acceptable level of performance and approved and available funding.

5.02 CONSULTANT acknowledges that time is of the essence in the completion of the services required under this Agreement. CONSULTANT agrees that all work shall be completed regularly, diligently and uninterrupted at such rate of progress as will ensure full completion

within the specified time. CITY'S Human Resources Director and the CONSULTANT shall mutually agree upon the time frame for completion of services if a time frame is not otherwise specified in this Agreement. Failure to complete the work within the time period specified shall be considered a default.

SECTION 6. COMPENSATION

CONSULTANT shall be paid an amount of Thirty Thousand Dollars (\$30,000.00) per contract year for its services and shall be paid on a quarterly basis, in arrears.

SECTION 7. OWNERSHIP OF DOCUMENTS

Reports, surveys, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed provided, however, that CONSULTANT may retain copies thereof if required by law or regulation.

SECTION 8. TERMINATION

8.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONSULTANT, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY 's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of the City the notice of termination to CONSULTANT must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONSULTANT shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

8.02 In the event CONSULTANT shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONSULTANT written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONSULTANT has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONSULTANT shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 9. RECORDS AND AUDIT

9.01 CITY reserves the right to audit the records of CONSULTANT relating to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT

shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT at any and all times during normal business hours during the term of this Agreement.

9.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

9.03 CONSULTANT understands, acknowledges and agrees that CONSULTANT shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONSULTANT or keep and maintain public records required by CITY to perform the service. If CONSULTANT transfers all public records to CITY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

9.04 NONCOMPLIANCE OF CONSULTANT

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONSULTANT of the request, and CONSULTANT must provide the

records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONSULTANT does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONSULTANT fails to provide the public records to CITY within a reasonable time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONSULTANT to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONSULTANT the reasonable costs of enforcement

SECTION 10. INDEMNIFICATION

10.01 The parties agree that one percent (1%) of the total compensation paid to CONSULTANT for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONSULTANT agrees to indemnify, defend, save and hold the City, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONSULTANT specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONSULTANT under this Agreement or the breach of this Agreement by CONSULTANT.

10.02 CONSULTANT shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, reasonable attorney's fees and costs to defend all claims or suits, in the name of the City when applicable and shall pay all costs and judgments which may issue thereon.

10.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement.

10.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONSULTANT is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

10.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONSULTANT shall indemnify, save and hold harmless, the City, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 11. INSURANCE

11.01 CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONSULTANT agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in the Agreement.
- (f) Owner's or CONSULTANT's Protective Liability.

11.02 UPON CONTRACT EXECUTION, CONSULTANT SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONSULTANTS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

11.03 These insurance requirements shall not relieve or limit the liability of CONSULTANT. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONSULTANT's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverage that CITY deems necessary depending upon the risk of loss and exposure to liability.

11.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

11.05 CONSULTANT shall require each of its subcontractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONSULTANT shall provide verification thereof to CITY upon request of CITY.

11.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

11.07 CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

11.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

11.09 CONSULTANT shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

11.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONSULTANT shall thereupon cease and terminate.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONSULTANT and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. ASSIGNMENTS; AMENDMENTS

13.01 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. This Agreement shall run to CITY and its successors and assigns.

13.02 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 14. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, 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, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION 15. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

SECTION 16. CONFLICT OF INTEREST

16.01 CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONSULTANT or its employees, must be disclosed in writing to CITY.

16.02 CONSULTANT is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws.

SECTION 17. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority which are applicable to this Agreement.

SECTION 18. GOVERNING LAW; VENUE

18.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

18.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 19. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 20. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 21. WARRANTIES

CONSULTANT warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership and that it will perform its services hereunder with due professional care. CONSULTANT is not engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under this Agreement.

SECTION 22. ATTORNEY'S FEES AND COSTS

In any legal action between CONSULTANT and CITY, CITY shall be entitled to its costs of collection, reasonable attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 23. **SCRUTINIZED COMPANIES**

CONSULTANT understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONSULTANT is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONSULTANT understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONSULTANT is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONSULTANT is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONSULTANT certifies that CONSULTANT and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONSULTANT notwithstanding any other provision in this Agreement to the contrary.

SECTION 24. **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONSULTANT agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONSULTANT shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONSULTANT shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONSULTANT is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONSULTANT shall terminate any agreement with any subcontractor if CONSULTANT has a good faith belief that the subcontractor is in violation of Section

448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONSULTANT to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONSULTANT's subcontractor knowingly violated this Section, but CONSULTANT have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONSULTANT shall be liable for any and all additional costs incurred by CITY as a result of a termination of this Section.

SECTION 25. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 26. CONSTRUCTION OF AGREEMENT

26.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

26.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 27. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 28. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 29. FORCE MAJEURE AND APPROPRIATION

29.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

29.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 30. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Kathy Reul, Director of Human Resources
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

CONSULTANT: Sara Searle, Chief Compliance Officer
ANDCO Consulting, LLC
531 West Morse Boulevard, Suite 200
Winter Park, Florida 32789

SECTION 31. This Agreement shall become effective upon approve by CITY.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ANDCO CONSULTING, LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Jul 27, 2023 16:30 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

CITY OF CORAL SPRINGS, FLORIDA

Gail Dixon
Gail Dixon (Jul 28, 2023 07:47 EDT)

GAIL DIXON, Purchasing Manager

ANDCO CONSULTING, LLC

By: 

Title: Chief Compliance Officer

Print Name: Sara Searle












Please sign the attached agreement

Final Audit Report

2023-07-28

Created:	2023-07-27
By:	Gail Dixon (gdixon@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp4ALLSH_WcAodZk-rafEHI94BsfMHrdd

"Please sign the attached agreement" History

-  Document created by Gail Dixon (gdixon@coralsprings.gov)
2023-07-27 - 3:17:35 PM GMT
-  Document emailed to Sara Searle (saras@andcoconsulting.com) for signature
2023-07-27 - 3:20:04 PM GMT
-  Email viewed by Sara Searle (saras@andcoconsulting.com)
2023-07-27 - 8:26:50 PM GMT
-  Document e-signed by Sara Searle (saras@andcoconsulting.com)
Signature Date: 2023-07-27 - 8:28:00 PM GMT - Time Source: server
-  Document emailed to cgomez@coralsprings.gov for signature
2023-07-27 - 8:28:01 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2023-07-27 - 8:29:24 PM GMT
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2023-07-27 - 8:30:52 PM GMT
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2023-07-27 - 8:30:54 PM GMT - Time Source: server
-  Document emailed to Gail Dixon (gdixon@coralsprings.gov) for signature
2023-07-27 - 8:30:55 PM GMT
-  Email viewed by Gail Dixon (gdixon@coralsprings.gov)
2023-07-28 - 11:46:35 AM GMT
-  Document e-signed by Gail Dixon (gdixon@coralsprings.gov)
Signature Date: 2023-07-28 - 11:47:13 AM GMT - Time Source: server

✔ Agreement completed.

2023-07-28 - 11:47:13 AM GMT