

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: May 7, 2025

Presenter's Name and Title: Rasheed McCallum, Energy Resource Manager

Prepared By: Rasheed McCallum, Energy Resource Manager and Elizabeth Valera, Chief Capital Improvements Program Officer.

Temp. Reso. Number: 8385

Item Description: Temp. Reso. #8385, APPROVING THE PROCUREMENT OF CONSULTING SERVICES FROM EXP US SERVICES, INC., IN THE AMOUNT OF \$115,000, TO DEVELOP THE CITY'S CLIMATE ACTION PLAN WHICH INCLUDES DETAILED AND STRATEGIC PATHWAYS TO OBTAIN NET-ZERO GREEN HOUSE GAS EMISSIONS BY 2050 UTILIZING BROWARD COUNTY CONTRACT NO. GEN2126655P1; AUTHORIZING THE CITY MANAGER TO EXECUTE A PIGGYBACK AGREEMENT WITH EXP US SERVICES, INC. *(Energy & Resources Manager, Rasheed McCallum, and Procurement Director Alicia Ayum)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Execution of the agreement on the dais.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling \$115,000 will be expended from the Account No. 414-55-800-539-000-606515-52085 entitled "CIP-Professional Fees"


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8385
 - Exhibit A: Piggyback Agreement with EXP US Services, Inc., including Proposal from EXP US Services and Agreement between EXP US Services and Broward County



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Rasheed McCallum, Energy Resource Manager

DATE: May 1, 2025

RE: Temp. Reso. No. 8385, City of Miramar's Climate Action Plan

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8385 approving the Procurement of Consulting Services from EXP US Services, Inc., ("EXP") in the amount of \$115,000 to develop the City's Climate Action Plan which includes detailed and strategic pathways to obtain NET-ZERO greenhouse gas emissions by 2050, utilizing Broward County Contract No. Gen2126655P1, and authorizing the City Manager to execute a piggyback agreement with EXP.

ISSUE: In accordance with City Code Section 2-412(a)(1), City Commission approval is needed for purchases by a single department in excess of \$75,000 from the same entity in a single fiscal year. Approval of the City Commission is required to procure consulting services from EXP US Services, Inc., to develop the City's first Climate Action Plan in the amount of \$115,000.

BACKGROUND: In 2023, the City approved Reso No. 23-107, officially joining the Race to Zero, a United Nations led initiative aimed at reducing contributions to climate pollution, strengthen resilience against climate-related hazards, transition to clean energy and enhance livability and quality of life for residents.

As a part of joining the Race to Zero, the City has committed to reducing its Green House Gas (GHG) emissions and becoming "Net-Zero" by 2050. The City has continued to build on its sustainability program which includes projects such as: the city-wide guaranteed water and energy Savings project, deployment of electric vehicle (EV) charging infrastructure, EV fleet transition, renewable energy projects and ensuring energy-efficient improvements.

The City seeks to accelerate its sustainability program and further reduce GHG emissions by adopting a Climate Action Plan which will strategically identify and develop feasible strategic pathways and initiatives to support becoming Net-Zero by 2050. This Climate Action Plan will build upon previous sustainability practices within the City. It will also serve as support for future infrastructure grant applications.

Broward County carried out a formal procurement solicitation for the purpose of providing municipalities with a simple contracting mechanism to piggyback that eliminates cities from having to carry out their own solicitation process. This supports a regional cohesive effort to attain the goal of reducing GHG.

Broward County advertised Request for Proposals No. GEN2126655P1 and conducted a formal process to solicit for a Net-Zero Climate Action Plan. EXP was the highest rated responsive responsible proposal and was awarded an agreement to provide the services. The agreement is valid through June 18, 2025 with an option to renew for an additional year. The Project Manager at Broward County was contacted for reference and provided feedback that the vendor has performed the duties under the agreement satisfactorily to date. The vendor proposed a total of \$115,000 which will cover the total cost of the project.

DISCUSSION: This Climate Action Plan will serve to advance the City's previous sustainability initiatives as well as align and develop feasible and fundable strategies across numerous sectors within the City's operations. These are aimed at reducing GHG emissions and honoring the City's commitment to community engagement by ensuring environmental and equitable benefits throughout the City including disadvantaged communities.

This Climate Action Plan will also offer the City a competitive edge when applying for sustainability and resiliency related grants, as funding through these grants are highly competitive and contingent on applicants carrying out the objectives of their climate action plan.

ANALYSIS: Funds totaling \$115,000 will be expended from the Account No. 414-55-800-539-000-606515-52085 entitled "CIP-Professional Fees"

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4/29/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION APPROVING THE PROCUREMENT OF CONSULTING SERVICES FROM EXP US SERVICES, INC., IN THE AMOUNT OF \$115,000, TO DEVELOP THE CITY'S CLIMATE ACTION PLAN THAT INCLUDES DETAILED AND STRATEGIC PATHWAYS TO OBTAIN NET-ZERO GREEN HOUSE GAS EMISSIONS BY 2050 UTILIZING CONTRACT NO. GEN2126655P1 BETWEEN BROWARD COUNTY AND EXP US SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PIGGYBACK AGREEMENT.

WHEREAS, in 2023, the City approved Reso No. 23-107 and officially joined the Race to Zero, a United Nations led initiative aimed at reducing contributions to climate pollution, strengthen resilience against climate-related hazards, transition to clean energy and enhance livability and quality of life for residents; and

WHEREAS, as a part of joining the Race to Zero, the City has committed to reducing its Green House Gas ("GHG") emissions and becoming "Net-Zero" by 2050; and

WHEREAS, the City has continued to build on its sustainability programs which include projects such as: the city-wide guaranteed water and energy savings project, deployment of electric vehicle ("EV") charging infrastructure, EV fleet transition, renewable energy projects and assuring energy-efficient improvements; and

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WHEREAS, the City seeks to accelerate its sustainability program and further reduce GHG emissions by adopting a Climate Action Plan which will strategically identify and develop feasible strategic pathways and initiatives to support becoming Net-Zero by 2050; and

WHEREAS, this Climate Action Plan will build upon previous sustainability practices within the City and serve as support for future infrastructure grants applications; and

WHEREAS, City Code Section 2-413(6) provides that services that are the subject of contracts with the state, its political subdivisions or other governmental entities in the State of Florida, are exempt from the City's competitive bidding procedures if the commodities or services are the subject of a contract based strictly on competitive bids or proposals, and not on any preference; and

WHEREAS, pursuant to this provision of the Code, such utilization of other government agencies' contracts is valid during the term of the contract; and

WHEREAS, Broward County, Florida, carried out a competitive procurement process, identifying EXP US Services, Inc., as the best qualified applicant and awarded a contract GEN2126655P1to EXP US Services, INC., for Net-Zero Plan Consulting Services with an expiration date of 06/18/25 with a one-year renewal; and

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WHEREAS, EXP US Services, INC., is willing to extend the pricing, terms and conditions of Bid No. GEN2126655P1 to the City to create the Climate Action Plan in an amount not-to-exceed \$115,000; and

WHEREAS, pursuant to Section 2-412(a)(1) of the City Code, approval of the City Commission is required for the purchase of goods or services by a single department in excess of \$75,000 from the same entity in a single fiscal year; and

WHEREAS, the City Manager recommends that the City Commission approves the piggyback agreement with EXP US Services, INC., in the form attached as Exhibit "A" for a Climate Action Plan through the utilization of the Broward County's Bid # GEN2126655P1 to the City to create a Climate Action Plan in an amount not-to-exceed \$115,000; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the piggyback agreement with EXP US Services, INC., in the form attached as Exhibit "A," for a Climate Action Plan through the utilization of the Broward County's Bid # GEN2126655P1 to the City to create a Climate Action Plan in an amount not-to-exceed \$115,000.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the procurement of consulting services from EXP US Services, Inc., through the utilization of the Broward County Contract # GEN2126655P1, and accepts its scope of work and fee proposal, for the provision of professional services to complete the Climate Action Plan in the amount of \$115,000.

Section 3: That the City Manager is authorized to execute the Piggyback Agreement with EXP US Services, Inc., in the amount of \$115,000, attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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Section 5: That this Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards
Mayor Wayne M. Messam

Voted

Reso. No. _____



AGREEMENT BETWEEN
CITY OF MIRAMAR
AND
EXP U.S. SERVICES, INC.
FOR
NET-ZERO PLAN CONSULTING SERVICES
(Piggyback Competitive Award)

THIS PIGGY BACK AGREEMENT (the “Agreement”) is made and entered into between the **CITY OF MIRAMAR**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the “City”), and EXP U.S. Services, Inc., a Foreign Profit Corporation authorized to conduct business in the State of Florida, with its principal place of business located at 205 North Michigan Avenue, Suite 3600, Chicago, IL 60601 the “Contractor”).

WITNESSETH

WHEREAS, the City is in need a qualified Contractor to provide professional services to develop a Climate Action Plan (CAP) to accelerate the City’s efforts to reduce Greenhouse Gas (GHG) emissions, and to provide a detailed and implementable pathway to Net-Zero emissions by 2050 (“the “Project”); and

WHEREAS, Broward County (“the County”) conducted a competitive procurement process and advertised Bid # GEN2126655P entitled “Net-Zero Plan Consulting Services” (the “Services”); and

WHEREAS, the Contractor was awarded an agreement dated on or about July 16, 2024, as a result of the County’s competitive process, for an initial term of one year with the option to renew for one additional one-year term (the “Broward County Agreement”) attached hereto as **Exhibit 1**; and

WHEREAS, pursuant to Section 2-413 (6) of the City Code, purchases of commodities or services that are subjects of contracts of the state, its political subdivisions or other governmental entities are exempt from a competitive process and the City is authorized to piggyback such a contract if all the required conditions outlined in this section are met; and

WHEREAS, the Broward County Contract meet all the requirements of Section 2-413(6); and

WHEREAS, the City wishes to enter into this Agreement with the Contractor to provide all labor, material and supervision necessary to provide the services ad to complete the project; and

WHEREAS, the City and the Contractor (the “Parties”), wish to incorporate the terms and conditions of the Broward County Contract.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated and made a part of this Agreement.

Section 2. Term. The term of this Agreement shall commence upon the last date of signature herein and shall terminate upon acceptance of all goods and services by the City for the project as outlined in the Contractor ’s Proposal attached hereto as **Exhibit 2.**

Section 3. Contract Terms. The Contractor agrees to provide the City with the Services in accordance with the Broward County Contract provisions, attached hereto as **Exhibit 1**, and the Contractor ’s proposal, (the “Proposal”) attached hereto as **Exhibit 2.** The exhibits are incorporated into this Agreement for all purposes, and are a part of the “Contract Documents” representing the entire agreement between the Parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Broward County Contract, and the Contractor ’s Proposal.

Section 4: Scope of Work

The following provisions are included:

- A.** Contractor shall perform the Services, as set forth in the Proposal, attached hereto as **Exhibit 2**.
- B.** In consideration of the Services to be provided by the Contractor, the City agrees to pay Contractor a total of One Hundred Fifteen Thousand dollars and 00/100 (\$115,000) as outlined in the Contractor's proposal.
- C.** The City shall be substituted for Broward County with regard to any and all provisions of the Contract and the Contractor's Proposal, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.
- D.** Contractor shall not commence Services unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 5: Public Records. Public Records: Contractor shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the Service.
2. Upon request by City's records custodian, provide City with a copy of 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.

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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

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 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

Section 6. Scrutinized Companies.

- 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 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 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.
- D. 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.

Section 7: E-Verify In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the

Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 8. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 9. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:	City of Miramar Dr. Roy L. Virgin, City Manager 2300 Civic Center Place Miramar, Florida, Florida 33025 Telephone: (954) 602-3115 Fax: (954) 602-3672 Email: rvirgin@miramarfl.gov
Copy to:	Austin Pamies Norris Weeks Powell, PLLC. City Attorney 401 NW 7 th Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 768-9770 Email: miramarcityattorney@apnwplaw.com
For Contractor:	Kyle Henry, VP Business Development EXP U.S. Services, Inc 201 Alhambra Circle Coral Gables, Florida 33134 Telephone: (786) 774-5379 Email: kyle.henry@exp.com

Section 10: **Severability.** This Agreement sets forth the entire agreement between the Contractor and the City with respect to the services of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties regarding the services described herein. This Agreement may not be modified, except by the Parties' mutual agreement set forth in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year set forth below.

CITY OF MIRAMAR:

CONTRACTOR :

By: _____
Dr. Roy L. Virgin, City Manager

By: _____

Kyle Henry
Print Name

Vice President, Business Development
TITLE

This ____ day of _____, 2025.

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.



**AGREEMENT BETWEEN BROWARD COUNTY AND EXP U.S. SERVICES, INC.
FOR NET-ZERO PLAN CONSULTING SERVICES (RFP # GEN2126655P1)**

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and EXP U.S. Services, Inc., a corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

- A. County requires services of Consultant for the development of a countywide Net-Zero Plan that will provide a detailed strategy for Broward County to achieve fifty percent (50%) greenhouse gas emission reductions by 2030 and county-wide carbon neutrality by 2050.
- B. County conducted a competitive solicitation for the services needed, in response to which Consultant submitted a proposal and was the first-ranked vendor. This Agreement sets forth the result of the negotiations between Consultant and County for the development of the County-wide Net Zero Plan.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Code** means the Broward County Code of Ordinances.
- 1.4. **Contract Administrator** means the Deputy Director of the Broward County Resilient Environment Department, or such other person designated by the Deputy Director of the Broward County Resilient Environment Department in writing.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.6. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.
- 1.7. **Purchasing Director** means County's Director of Purchasing.
- 1.8. **Services** means all work required of Consultant under this Agreement, including without limitation all deliverables, consulting, training, project management, other services specified in

the Scope of Services attached as Exhibit A, and any Optional Services procured under this Agreement.

1.9. **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.10. **Subcontractor** means an entity or individual providing Services to County through Consultant. The term "Subcontractor" includes all subcontractor.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit E	CBE/SBE Subcontractor Schedule and Letters of Intent
Exhibit F	Certification of Payments to Subcontractors and Suppliers
Exhibit G	Enterprise Technology Services Security Requirements Exhibit – Low Risk
Exhibit H	Guaranty of Contractual Obligations

ARTICLE 3. SCOPE OF SERVICES

3.1. **Scope of Services.** Consultant shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

3.2. **Optional Services.** If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of Optional Services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit D executed by Consultant and County pursuant to this section. Any Optional Services procured, when combined with the required goods or services under this Agreement, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than Fifty Thousand Dollars (\$50,000.00); (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Consultant shall not commence work on any Work Authorization until receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues for one (1) year ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to one (1) additional one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending notice to Consultant at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Consultant only by electronic mail shall be effective and sufficient.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no Extension Term remains available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in Services deemed necessary by County, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Consultant at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.5. Time of the Essence. Time is of the essence for Consultant's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and Services provided under this Agreement, County will pay Consultant up to a maximum amount as follows:

Categories	Not-To-Exceed Amount
Goods and Services	\$349,949.97
Reimbursable Expenses	\$0.00
Optional Services	\$0.00
TOTAL NOT TO EXCEED	\$349,949.97

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Consultant as full compensation for all such Services. Consultant acknowledges that the amounts

set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Consultant for goods and Services. These maximum amounts, however, do not constitute a limitation of any sort upon Consultant's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Consultant must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Consultant shall submit a Certification of Payments to Subcontractors and Suppliers (Exhibit F) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

5.2.4. Consultant must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Consultant agrees that if it withholds an amount as retainage from Subcontractors or suppliers, Consultant shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Consultant demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Consultant promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Consultant shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Consultant shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or

travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Consultant shall invoice Subcontractor fees only in the actual amount paid by Consultant, without markup or other adjustment.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge of any nature by Consultant in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Consultant must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

6.2. Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

6.3. Contingency Fee. Consultant represents and warrants that it has not employed or retained any person or entity, 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 or entity, 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.

6.4. Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to County, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including without limitation those made by Consultant during the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Consultant's compensation in this Agreement.

6.5. Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Consultant represents that Consultant and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, County may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such

Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Consultant represents and certifies that Consultant will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12. Entities of Foreign Concern. The provisions of this section apply only if Consultant or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date, Consultant and any Subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 5.2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.13. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.14. Breach of Representations. Consultant acknowledges that County is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

ARTICLE 7. INDEMNIFICATION

Consultant shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Consultant, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Consultant under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. This article is subject to the limitations of section 725.08, Florida Statutes, to the extent that may be applicable.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Consultant shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies, with the exception of workers compensation and professional liability policies, required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Consultant shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Consultant shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification,

and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Consultant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Consultant.

8.7. Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurers may acquire against County, and Consultant agrees to obtain same in an endorsement of Consultant's insurance policies.

8.9. Consultant shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Consultant shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Consultant or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be

maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Consultant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code; or

9.1.3. By the Director of OESBD upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Consultant's CBE or SBE participants by County's Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Consultant shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Consultant. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Consultant of such termination in accordance with this section. This Agreement may also be terminated by the County

Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Consultant shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Consultant for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Consultant's failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. Consultant and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Consultant must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3. Consultant shall comply with all applicable requirements in Section 1-81 of the Code in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement or Applicable Law, all such remedies being cumulative.

10.4. Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit E (or a CBE firm substituted for a listed firm, if permitted) for fifteen percent (15%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit E and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5. Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.6. The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81 of the Code) to meet the Commitment, Consultant shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81 of the Code. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.7. Consultant acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81 of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify County in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

10.8. County may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change

orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.9. Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx>, to the Contract Administrator, to OESBD at SBCOMP@broward.org, and to the Small Business Specialist designated by the Contract Administrator. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.10. The Contract Administrator may increase allowable retainage or withhold progress payments if Consultant fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Consultant in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Consultant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Consultant to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of

Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Consultant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Consultant as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant's waiver of County's obligation to treat the records as Restricted Material.

Consultant must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-6613, JKLADERMAN@BROWARD.ORG, 115 N. ANDREWS AVE, ROOM 329D FT. LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Consultant and all Subcontractors that are related to this Agreement. Consultant and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant and all Subcontractors shall make same available in written form at no cost to County. Consultant shall provide County with reasonable access to Consultant's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Consultant hereby grants County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Consultant shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Consultant in excess of five percent (5%) of the total contract billings reviewed by County, Consultant shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.5. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Consultant.

Consultant shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Independent Consultant. Consultant is an independent Consultant of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Consultant nor its agents shall act as officers, employees, or agents of County. Consultant shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement.

11.7. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.9. Third-Party Beneficiaries. Neither Consultant nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.10. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous

email is also sent). Payments shall be made to the noticed address for Consultant. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Resilient Environment Department
Attn: Dr. Jennifer Jurado, Deputy Director and Chief Resilience Officer
115 South Andrews Avenue, Room 329B
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR CONSULTANT:

EXP U.S. Services, Inc.
ATTN: Kyle Henry
6750 North Andrews Avenue, Suite 200
Fort Lauderdale Florida, 33309
Email address: Kyle.Henry@exp.com

11.11. **Assignment.** All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Consultant without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.12. **Conflicts.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Consultant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Consultant shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.13. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.14. Compliance with Laws. Consultant and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.15. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.16. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.18. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY**

WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

11.20. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Consultant.

11.21. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.22. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Consultant is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Consultant shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Consultant shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Consultant's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11.23. Payable Interest

11.23.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.23.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.24. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.25. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.26. Use of County Name or Logo. Consultant shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.27. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.28. Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

11.29. Piggyback. Consultant acknowledges that for the Term of this Agreement other public corporations, entities, or agencies within Broward County, Florida (each, a "Piggyback Entity") may request to piggyback on the Services offered under this Agreement, on the same terms and conditions set forth in this Agreement. If Consultant receives a request to piggyback on this Agreement, Consultant must provide written notice of the request to the Contract Administrator within three (3) business days of receipt. If the Contract Administrator approves the request to piggyback and Consultant accepts the request to piggyback on this Agreement, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between Provider and such Piggyback Entity. County shall have no obligation or liability to Consultant, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity. Consultant may enter into a separate agreement with a Piggyback Entity that does not require Consultant to comply with terms and conditions of this Agreement that are solely required for compliance with the Code and the Broward County Administrative Code, including the CBE Compliance requirements of Section 1-81.3 of the Code as incorporated in Article 10.

11.30. Additional Requirements. Consultant shall comply with the ETS Security additional requirements attached hereto as Exhibit G.

11.31. Guaranty. EXP Global, Inc., has guaranteed the contractual obligations of EXP U.S. Services, Inc. The guaranty is attached hereto as Exhibit H.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on Item #44 on the County Commission agenda of the 18th day of June 2024, and Consultant, signing by and through its Chief Financial Officer, Deborah Walters, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: *Lynne Campbell*
County Administrator

16th day of July, 2024

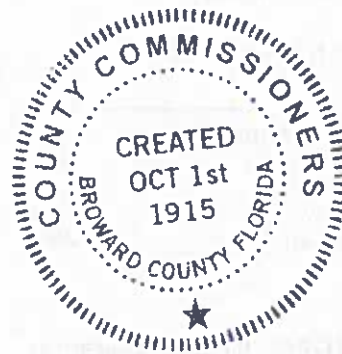
Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Michael C. Owens Digitally signed by
Michael C. Owens
Date: 2024.07.10
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Michael C. Owens (Date)

Senior Assistant County Attorney

By MAITE AZCOITIA Digitally signed by
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Date: 2024.07.10
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Maite Azcoitia (Date)
Deputy County Attorney



MCO/gmb
GEN2126655P1 Net Zero Plan Consulting Services.docx
07/10/2024
70056-0027

**AGREEMENT BETWEEN BROWARD COUNTY AND EXP U.S. SERVICES, INC.
FOR NET-ZERO PLAN CONSULTING SERVICES (RFP # GEN2126655P1)**

CONSULTANT

EXP U.S. SERVICES, INC.

By: 

Authorized Signer

Deborah Walters, CFO

Print Name and Title

5 day of June, 2024

EXP GLOBAL, INC., as Guarantor

By: 

Authorized Signer

Deborah Walters, CFO
Print Name and Title

5 day of June, 2024

Exhibit A

Scope of Services

1. Project Objectives and Overview

The Broward County Resilient Environment Department is seeking a qualified firm to develop a County-wide Net-Zero Plan (Plan) that will provide a detailed strategy for Broward County (County) to achieve fifty percent (50%) Greenhouse gas (GHG) emissions reductions by 2030 relative to 2019 levels, and county-wide carbon neutrality by 2050. The Plan shall identify and incorporate the most suitable innovative technologies, nature-based solutions, policies, and best practices to reduce GHG emissions, drive carbon sequestration, and generate renewable energy sources. The Plan shall provide net-zero pathways by sector including strategy implementation schedules coupled with the projected economic, social, and environmental value of each strategy provided. The Plan shall detail the strategies and investments specific to plan implementation as part of County operations while providing the framework for achieving net-zero goals through recommendations, best practices and implementation guides on a community-wide basis. These recommendations shall be consistent with the Intergovernmental Panel on Climate Change (IPCC) 6th Assessment findings, support 1.5 and 2.0 C limits, and provide recommendations for front loading and accelerating investments to support this global need. The Plan shall map aggregated resource flows across sectors and identify connections between critical systems and opportunities for waste to energy (or resource) conversion across systems. A holistic approach shall be implemented with lifecycle costs built into the Plan. Development of the Plan shall include the engagement of diverse stakeholders including but not limited to industry experts, key agencies that oversee the built and natural environment, the business community, advocacy groups, the public, and environmental justice groups to unveil potential challenges in the transition to a low emissions future, and to ensure that the strategies presented are just and equitable. The Plan shall include the development of an online Net-Zero Toolbox containing interactive data-driven tools to allow for the cost-benefit analysis of each strategy, progress tracking towards net-zero, and performance evaluation of the strategies for use by the County and municipalities included in the Plan.

2. Background

Broward County has been a national leader in local and regional climate change efforts for over 15 years. Through numerous actions by the Broward County Board of County Commissioners (Board), the County has increasingly stepped up its commitment to cut carbon pollution driving global warming and climate change and adopted organized action plans to support these commitments. In 2008, the Board passed Resolution 2008-822, establishing a community-wide greenhouse gas (GHG) emissions target of eighty percent (80%) below the 2007 baseline by 2050 to reduce the risks of climate change including sea level rise. In 2010, 2015, and 2020 the county released Climate Change Action Plans with GHG emissions reductions being a key focus of each plan. In 2014, the Broward County Community Energy Strategic Plan (CESP) was released and set goals, established prioritized objectives, and recommended immediate and short-term actions for the Broward community to address climate change through energy initiatives. While the CESP

charted a course to reduced GHG emissions and enhanced energy efficiency, the detailing of a net-zero pathway was neither an objective nor an outcome. In 2021, the County Commission recognized the need to take a firm position on carbon neutrality and passed a resolution to further reduce GHG emissions to net-zero by 2050 by participating in the Race to Zero commitment (Resolution 2021-452). This resolution is in keeping with the County's support of the Paris Agreement and its goal to limit global warming to below 1.5-2° Celsius relative to preindustrial levels to avoid the worst impacts of climate change and is part of the rationale for the development of a County-wide Net-Zero Plan.

There is much ongoing work to accelerate GHG emissions reductions in Broward County. The County is reducing its dependence on electricity generated by fossil fuels through the installation of large-scale solar photovoltaic (PV) systems, with eighteen (18) projects operational or in development. Currently solar capacity is 3.13 MW with an additional 3.83 MW capacity pending installation, achieving an average thirty percent (30%) solar energy offset to on-site energy consumption. The County was also an early adopter of the FPL SolarTogether program, which allows FPL customers to subscribe to the electricity generated by utility-scale PV projects, through which the County is achieving a total 132 MW solar energy offset for its remaining electrical usage. Broward County has already begun the electrification of its fleet and transit vehicles and is tracking towards its goal of fully replacing internal combustion engine (ICE) vehicles with battery electric vehicles by 2030 through the Under2 Coalition's Zero Emission Electric Vehicle Targeted Challenge (Resolution 2018-607). As part of the County's 2020 Update of the County-wide Climate Change Action Plan, Broward County led a stakeholder process that delivered one hundred twenty-five (125) recommended actions to reduce the effects of climate change and increase community resilience, of which fifty (50) pertain to reducing Broward's carbon footprint. The County also engages regionally as a participant in the four-county Southeast Florida Regional Climate Change Compact. In this partnership, stakeholders have participated in the development of a Regional Climate Action Plan (RCAP) for Southeast Florida with extensive recommendations for building resilience amidst a changing climate. The most recent RCAP was updated in 2022, with reference to net-zero goals, and included extensive recommended actions to reduce consumption of electricity and fuel and increase renewable energy capacity to increase regional resilience, reduce greenhouse gas emissions, and improve emergency management and disaster recovery.

In the development of a just and equitable pathway to reduce county-wide GHG emissions by fifty percent (50%) compared to 2019 levels and achieve carbon neutrality across Broward County by 2050, the Net-Zero Plan shall leverage the existing plans and ongoing work presented above.

3. List of Detailed Tasks

The project is divided into four (4) tasks which are further divided into sub-tasks. At minimum, all deliverables and materials for presentation are to be presented for review by the County Project Manager and or Contract Administrator and will be provided by Consultant electronically as an Americans with Disabilities Act (ADA)-accessible PDF document, or other appropriate document type. All public facing document, such as reports, and outreach documents, shall be

provided in English, Spanish, and Haitian Creole. Data and digital products will conform to prevailing documentation standards and GIS files will include metadata conforming to the Federal Geographic Data Committee, Content Standard for Digital Geospatial Metadata (CSDGM) Version 2. The tasks and further deliverable requirements are described as follows:

Task 1: Project Management

This task includes management of an interdisciplinary team with relevant expertise in net-zero planning, renewable energy production and distribution, transportation electrification and multimodal planning, sustainable engineering, energy efficiency, building/facilities operations and maintenance, capital project planning and financing, energy business models, energy economics, real estate and development economics, public and industry communications and outreach, and/or geographical/geospatial analysis. This task establishes communication protocols, general procedures, and upfront planning to implement the technical scope of work, outreach, and stakeholder involvement. Consultant would perform work with ongoing collaboration with County Chief Resilience Officer (CRO) and County Project Manager.

Task 1.1 Project Management Plan and Schedule

Consultant will develop a generalized management plan for the project addressing project management, communications (internal and client), and quality assurance/quality control (QA/QC). This plan will also include a project schedule that outlines the tasks for completion and key milestones for deliverables, an organization chart of task and subtask assignments, contingent paths, and task predecessors and stakeholder feedback loops. County input will be solicited, and as applicable, a revised version(s) will be provided for County acceptance.

Task-specific deliverables: Project management plan including project schedule (as a PDF and/or Microsoft Project file), communication protocols, organization chart and schematic representing feedback loops through the project schedule.

Task 1.2 Project Kick-off Meeting

Consultant will coordinate with County Project Manager to convene a kickoff meeting with Consultant personnel, the County's Chief Resilience Officer (CRO), and other County staff. The Consultant will introduce the project scope, approach, schedule, and deliverables, and shall facilitate a discussion during which potential schedule constraints, scope challenges, and clarifying questions can be addressed. Initial data collection needs and methods will be discussed and the documents, data, policies, relevant to the project outlined. Preliminary stakeholder coordination strategies and meeting schedules will be discussed, and project stakeholders will be identified from an equity lens to ensure the inclusion of underrepresented communities. Consultant will prepare a kickoff meeting agenda, and minutes including action items required by the Consultant and/or County. County input (on minutes/action items) will be solicited, and a revised version will be provided for County acceptance. CRO and County Project Manager will assist with the

logistics and meeting invitations.

Task-specific deliverables: Agenda, meeting minutes, and presentations as requested or required.

Task 1.3 Twice-Monthly Meetings with County Project Manager

Consultant shall conduct brief meetings with the County Project Manager up to two (2) times per month throughout the duration of the project to provide continuous information and feedback. These meeting may be in person or virtual. If approval for a milestone, major assumption, or deliverable is required, County Project Manager and/or Contract Administrator may provide same during a coordination meeting.

Task-specific deliverables: Consultant will send one (1) summary email with brief summary of discussion items following each meeting, including any approvals.

Task 1.4 Quarterly Meetings with Climate Change Task Force

Consultant shall provide presentations to the Climate Change Task Force during their regular quarterly meetings for the duration of this agreement that will include progress updates, findings, and other topics as requested by County Project Manager or County CRO.

Task-specific deliverables: Presentations as requested or required.

Task 1.5 Task Summary Memorandum

Consultant will develop a task Summary Memorandum summarizing Tasks 1.1 through 1.4. County's comments in the task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 4).

Task-specific deliverables: Task Summary Memorandum.

Task 2: Baseline Conditions and Emissions Forecasting Report

This task includes the preparation of a Baseline Conditions and Emissions Forecasting Report that will review the data, methodology, and assumptions of the county GHG emissions inventory. Data from past and current county GHG emissions inventories will be used in a business-as-usual (BAU) forecasting model along with other local data to project fossil fuel demand changes and simulate GHG emissions through 2050 accounting for reasonably anticipated changes in energy source. This task will also include a baseline report of energy efficiency across government operations and community-wide, mapping energy flows between systems and identifying opportunities for reduction of wasteful energy practices. Consultant will develop a baseline for a yearly assessment of CO₂ reductions and an inventory of community-wide GHG reduction programs to include carbon offset programs and similar. In addition, Consultant will develop an inventory of carbon sinks or programs that could potentially

sequester carbon that could be applied in Broward County, including green and blue infrastructure.

Task 2.1 Baseline Conditions and Emissions Forecasting Planning Meeting

Consultant will coordinate with County Project Manager to conduct a planning meeting with Consultant personnel, the County's Chief Resilience Officer, and other County staff to discuss data needs for the development of the Baseline Conditions and Emissions Forecasting report and will present approach, and outline report format. County input will be solicited, and as applicable, a revised version(s) will be provided to County for acceptance.

Task-specific deliverables: From County: all GHG Emissions Inventories, ICLEI emissions analysis tools, utility bills, energy audit documentation, and GIS datafiles relevant to this effort. From Consultant: Agenda, meeting minutes, and presentations as requested or required.

Task 2.2 Development of Baseline Conditions and Emissions Forecasting Report

Consultant team will prepare a Baseline Conditions and Emissions Forecasting Report that shall evaluate the methodology, and assumptions of the ICLEI emissions analysis tool used to generate county GHG emissions inventories and shall identify gaps if any exist. The report shall present both the 2019 and the latest county GHG emissions inventory as the baseline for emission reductions towards the 2030 and 2050 planning horizons, respectively. Consultant shall present baseline power grid conditions and identify the share of low emission energy sources and renewables. Consultant will review energy performance of county buildings, facilities, and operations, through benchmarking, review of energy audits, and data collection, and will report baseline energy efficiency conditions. Consultant team will evaluate connections and energy resource flows across county operations including but not limited to: transit, fleet and transportation operations, airport operations, port operations, building and facilities operations, solid waste operations, water, and wastewater treatment facilities operations, and will identify how waste energy from one system can be utilized by another system. Consultant shall include a BAU forecast model to estimate GHG emissions through 2050 should the County's energy system, transit and transportation fleet, and related business practices continue their current trajectories. GHG emissions forecast modeling should incorporate past county emissions inventories, local energy trends, population trends and demographics data, temperature trends, transportation trends, Florida Power and Light (FPL) schedules to transition to a greener power grid, and other key data. Consultant shall review relevant GIS datafiles, programs, policies, and other local data sources to quantify the community's and county's contribution to the removal of CO₂ from the atmosphere through carbon sequestration and carbon offsets.

Task-specific deliverables: Consultant will deliver a written report to include: the 2019 and latest county GHG emissions inventory; a graph of GHG emissions forecast through

2050; an overview of the energy efficiency of government facilities and operations; a flowchart of energy movement across government operation systems, an inventory of carbon offsets and carbon sequestering assets; and an overview of the power grid.

Task 2.3 Task Summary Memorandum

Consultant will develop a task Summary Memorandum summarizing Tasks 2.1 and 2.2. County's comments in the task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 4).

Task-specific deliverables: Task Summary Memorandum.

Task 3: Development of Net-Zero Plan

This task includes developing a framework to support the decarbonization of Broward County including but not limited to transportation, commercial, industrial, and residential sectors alongside government operations.

Task 3.1 Net-Zero Strategy Review Meetings

Consultant will coordinate with County Project Manager to conduct a series of Net-Zero Strategy Review meetings with Consultant personnel, the County's Chief Resilience Officer, and other County staff to present and review net-zero strategies with demonstrated success, relevant case studies, suitable innovative technologies, nature-based solutions, policies, and best practices to reduce GHG emissions, drive carbon sequestration, and generate renewable energy sources. Consultant shall present suitable energy business models, including potential public-private partnerships, and renewable energy investment incentives. Consultant shall review existing County initiatives, policies, and programs to reduce GHG emissions and shall identify opportunities to scale or enhance such efforts. County-wide GHG reduction strategies shall be reviewed by sector including transportation, residential, commercial, industrial, and upstream impacts. Strategies shall identify methods and timelines for powering the electric grid with renewable energy, for replacing fossil fuel dependent vehicles and equipment with clean alternatives, for enhancing energy efficiency across sectors, for increasing carbon sequestration and stores, for reducing vehicle miles traveled, for enhancing reuse and sustainability across sectors, and for driving community partnerships during the transition to an equitable net-zero future. Net-zero strategies for County government operations shall be presented for review in the following subcategories: buildings and facilities, solid waste, streetlights and traffic signals, transit fleet, vehicle fleet, airports, Port Everglades, water and wastewater treatment facilities, and employee commute. The economic, social, and environmental value of each strategy shall be outlined.

Task-specific deliverables: Agenda, meeting minutes, meeting summary, and presentations as requested or required.

Task 3.2 Identification of Net-Zero Pathways by Sector

Consultant shall develop net-zero pathways by sector outlining steps towards achieving carbon neutrality by 2050, and the interim goal of reducing county-wide emissions by fifty percent (50%) relative to 2019 levels by 2030. These pathways shall be consistent with IPCC 6th Assessment findings, support 1.5 and 2.0°C limits, and provide recommendations for front loading and accelerating investments to support this global need. Net-zero pathways shall include clearly defined strategies, near-term policies, measures, and milestones, and shall outline key uncertainties. Net-zero pathways shall identify potential inter-governmental collaborations, and partnerships with private entities, utility service providers, and non-profits, to accelerate the transition to clean energy. The Net-zero pathways shall highlight priority actions that must be completed in the near-term in order to achieve net-zero government operations and community-wide by 2050. The pathways developed should at minimum explore a scenario where the power grid baseline conditions are maintained through 2050, and a scenario where the power grid becomes cleaner through 2050 according to modeled trajectories and/or stated schedules. Consultant shall leverage relevant county or regional plans and shall ensure that pathways are congruent with ongoing county efforts to reduce GHG emissions. Energy economics should be carefully considered during the development of net-zero pathways, and market driving strategies should aim to balance the triple bottom line. Consultant shall estimate the capital budget required to fund investments and strategies outlined in each net-zero pathway. A cost-benefit analysis of each net-zero pathway and its strategies shall be presented, outlining the economic, social, and environmental costs and value.

Task specific deliverables: Consultant will develop a report providing the net-zero pathways by sector with clearly defined strategies, near-term policies, measures, and milestones, and shall outline key uncertainties. This report will consider baseline through 2050 and greener through 2050 grid conditions. A detailed capital budget estimate and cost benefit analysis of each pathway shall also be included.

Task 3.3 Summary of Recommended Net-Zero Plan

The Consultant shall summarize the findings of the evaluation and the recommended plan for fifty percent (50%) reduction in county-wide GHG emissions by 2030 relative to 2019 levels, driving the transition to clean energy sources, and achieving net-zero by 2050. County input will be solicited, and as applicable, a revised version(s) will be provided for County acceptance.

Task-specific deliverables: Written Net-Zero Plan with modeled net-zero pathways by sector, partnership models and incentives programs, implementation methodology, potential barriers, and recommendations for investment for project time frame (current to 2050) planning horizons.

Task 3.4 Municipal Net-Zero Templates

This task involves the development of generalized net-zero action strategies for small, medium, and large municipalities and local governments in Broward County. The strategies shall account for various populations and services provided and thoughtfully create a template of first-order action items that lead to GHG reductions and general recommendations for decarbonization. A focus on cost effective and easy to implement actions for each of the generalized net-zero action strategies shall be prioritized. Consultant shall provide a checklist and guide so that any municipality can begin implementation of best practices prior to GHG inventory or net-zero plan completion to help attain County-wide GHG reduction goals.

Task-specific deliverables: Written generalized net-zero action strategies and recommendation checklists that accurately represent the heterogenous nature of municipalities across Broward.

Task 3.5 Net-Zero Toolbox Development

This task involves the development of an online Net-Zero Toolbox containing interactive data-driven tools to allow for the cost-benefit analysis of each strategy and net-zero pathway, progress tracking towards net-zero, and performance evaluation of the strategies outlined in the Plan upon implementation. This toolbox should be expected to be used widely by County and Broward municipalities. The online tool shall be user-friendly, multi-lingual, and public facing.

Task-specific deliverables: Handover of data and tool with back-end access to allow for updates. Training of tool usage and updating must be completed prior to turnover.

Task 3.6 Task Summary Memorandum

Consultant will develop a task Summary Memorandum summarizing Tasks 3.1 through 3.5. County's comments in the task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 4).

Task-specific deliverables: Task Summary Memorandum.

Task 4. Project Summary Report and Presentations to Stakeholders

This task includes efforts to develop a comprehensive draft report of project activities to be submitted to the County for review and comment. Feedback received will be incorporated into the final document. Consultant will also provide two (2) presentations to stakeholders and County staff discussing the proposed Net-Zero Plan and implementation methodologies that encompasses all materials delivered in previous tasks. Report must follow all accessibility and data requirements from above and be translated into Spanish and Haitian Creole.

Task 4.1 Prepare and Submit Draft Summary Report and Turnover of Data

It is anticipated this task will incorporate information from the various task summary

memos into a combined report.

Task-specific deliverables: The Consultant will provide a draft report that will include an introduction and narrative corresponding to scope tasks and supporting appendices. Consultant will provide relevant figures and tables of data. The appendices will be focused on immediately supportive material to the report narrative. Volume reference information and model related data will be referenced and provided as part of the electronic deliverable (cataloged for future reference purposes).

Task 4.2 Report QA/QC

The report will have senior review conducted by the CRO, County Project Manager or designee, and a peer review by a qualified individual not directly associated with the project for QA/QC purposes. Consultant will address all comments and edits provided in the two (2) reviews.

Task-specific deliverables: Results of senior review and peer review of draft report.

Task 4.3 Presentations to Stakeholders

The Consultant will organize a minimum of two (2) stakeholder meetings to present and solicit comments and discuss the proposed strategies and net-zero pathways in addition to the recommended implementation methodologies. Stakeholder meetings will include representation from historically redlined communities, communities with the highest energy burden, communities that are disproportionately more vulnerable to climate change impacts, places of worship, the business community including small businesses and minority-owned business, environmental justice advocacy groups, Broward municipalities, Florida Power and Light, Florida Department of Transportation District Four, Broward Planning Council, and other identified stakeholders. Broward County agency and department attendees shall include the Resilient Environment Department, Public Works, Transportation Department, Aviation Department, Port Everglades, Parks and Recreation, Emergency Management, Enterprise Technology Services, and others as determined. CRO and County Project Manager will assist with logistics, including suitable meeting locations, and invitations for the stakeholder meetings.

Task-specific deliverables: Agenda, meeting minutes, and presentations as requested or required.

Task 4.4 Prepare and Submit Final Summary Report and Executive Summary

This task includes efforts to finalize the report and incorporation of stakeholder feedback and will be the final step before closeout. At minimum, all deliverables and materials for presentation are subject to review by the County CRO and County Project Manager and will be provided as an ADA-accessible PDF document, in English, Spanish, and Haitian Creole as appropriate. Data and digital products will conform to prevailing documentation

standards as described above. It is understood that the information developed during the project will be used to support technical publications and/or presentation to organizations.

Task-specific deliverables: The final report, including a standalone executive summary, will be published in ADA-accessible PDF format for delivery to County. Native files will be provided along with all backup references, GIS datasets, and model materials in a set of electronic deliverables with all relevant metadata and associated files.

4. Project Schedule

Consultant will propose a suitable schedule for completion as part of Task 1, to be agreed upon by all parties. It is expected that the period of performance for all tasks will be twelve (12) calendar months from Notice to Proceed.

Exhibit B
Payment Schedule

The rates specified below shall be in effect for the entire Term, unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Table A: Deliverables/Phases Payment

Description	Retainage	Total Deliverable Amount (including retainage)
Task 1 Project Management	10%	\$47,865.96
Task 2 Baseline Conditions	10%	\$67,225.92
Task 3 Net Zero Plan Development	10%	\$135,511.45
Task 4 Project Summary Report	10%	\$99,346.64

Deliverables shall only be invoiced upon satisfactory completion of the applicable Deliverable as evidenced by written approval by the Contract Administrator. The invoice amount shall be the Total Deliverable Amount minus the applicable Retainage.

Table B: Hourly Services/Payment

Staff/Personnel	Rate per Hour
EXP-Project Manager	\$294.37
EXP-Sr. Sustainability Manager	\$250.95
EXP-Net Zero Lead	\$144.99
EXP-Sustainability Analyst	\$104.56
EXP-GIS Data Visualization	\$223.06
EXP-QA/QC	\$195.18
EXP-MSL transportation	\$250.18
EXP-MSL waste	\$282.55
EXP-MSL ports	\$209.08
EXP-MSL airports	\$162.49
EXP-MSL w/w	\$223.06
EXP-MSL renewable	\$144.99
EXP-MSL grant	\$250.95
EXP-MSL rail/transit	\$314.38
EXP-MSL parks	\$219.30
EXP-MSL educational	\$308.73
EXP-SME Energy Efficiency	\$141.51
EXP-SME Nature Based	\$250.95

EXP-SME Building Science	\$244.16
RS&H-Deputy Project Manager	\$245.02
RS&H-Emissions Specialist	\$147.66
RS&H-Junior Emissions Specialist	\$109.32
RS&H-Senior Net Zero Specialist	\$187.47
RS&H-Junior Net Zero Specialist	\$114.66
RS&H-Net Zero Specialist	\$160.51
B-Senior Scientist	\$200.00
B-Project Manager	\$200.00
B-Senior Planner	\$92.40
B-Outreach Director	\$109.73
B-Graphic Designer	\$103.95
B-Staff Scientist II	\$83.16
B-Staff Scientist	\$78.54
B-Coordinator	\$86.63
B-Senior Associate	\$62.37
B-Associate	\$55.44
GSI-Communications Manager	\$277.64
GSI-Sr. Community Outreach Specialist	\$105.50
GSI-Municipal Outreach Specialist	\$105.50
GSI-Community Relations Specialist	\$85.52
GSI-Content Strategist	\$101.50
GSI-Content Developer	\$61.08
GSI-Multimedia Specialist	\$69.97
GSI-Graphic Designer	\$69.30
GSI-Social Media / Copywriter	\$60.64
LSN-Intergovernmental Relations	\$350.00

Table C: Deliverable Not to Exceed Amounts

Task	Deliverable	Rate	Retainage (if applicable)	Not-to-Exceed Amount (including retainage)
Task 1 Project Management	See Scope	TBD	10%	\$47,865.96
Task 2 Baseline Conditions	See Scope	TBD	10%	\$67,225.92
Task 3 Net Zero Plan Development	See Scope	TBD	10%	\$135,511.45
Task 4 Project Summary Report	See Scope	TBD	10%	\$99,346.64

Table D: Reimbursable Expenses (subject to Florida Statutes Section 112.061)

Reimbursable Expenses	Not-to-Exceed Amount
Travel	\$0.00
Per Diem (meals, lodging, etc.)	\$0.00
Printing, reproduction, or photography	\$0.00
Testing costs	\$0.00
Fees paid to regulatory agencies	\$0.00
Other miscellaneous expenses	\$0.00

Exhibit C
Minimum Insurance Requirements
INSURANCE REQUIREMENTS

Project: Net-Zero Plan Consulting Services
Agency: Resilient Environment Department


TYPE OF INSURANCE	ADDITIONAL INFO	RISK WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, if applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> CYBER LIABILITY	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> CRIME AND EMPLOYEE DISHONESTY					
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. *Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on County Property.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by Mark Sefford Date: 2023.08.16 12:54:46 -0400 Risk Management Division		

Exhibit D
Work Authorization

Agreement: Net-Zero Plan Consulting Services 6/5/24 GEN2126655P1 Work
Authorization No. _____

This Work Authorization is between Broward County and Consultant pursuant to the Agreement. Consultant affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Consultant. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County's Notice to Proceed until 1 year (365) days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

COMPOSE SIMPLE SUMMARY

See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is **\$349,949.97**.

The total fee for goods and services under this Work Authorization is **\$349,949.97** ("Total Fee").

The Total Fee shall be invoiced by Consultant upon written acceptance by County of all goods and services provided under this Work Authorization.

(Signatures appear on the following page.)

Page 38 of 46

Exhibit E
CBE/SBE Subcontractor Schedule and Letters of Intent

Consultant represents that the CBE or SBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subcontractors is true and correct to the best of his or her knowledge.



LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: GEN2126655P1

Project Title: Net-Zero Plan Consulting Services

Bidder/Offeror Name: EXP US Services Inc

Address: 6750 North Andrews Avenue Suite 200 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Kyle Henry Phone: 561-329-9263

CBE Firm/Supplier Name: Brizaga, Inc.

Address: 2101 W. Commercial Blvd, Ste 4600 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Alec Bogdanoff Phone: 954-834-3533

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Support related to policy and science	541690		2.00 %
Outreach and education support	541820		3.00 %
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: Principal Date: 11/29/2023

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: Vice President Date: 12/7/2023

¹ Visit [Census.gov](https://www.census.gov) and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018

Compliance Form No. 004



**LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER**

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: GEN2126655P1

Project Title: Net-Zero Plan Consulting Services

Bidder/Offeror Name: EXP US Services, Inc.

Address: 6750 North Andrews Avenue Suite 200 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Kyle Henry Phone: 561-329-9263

CBE Firm/Supplier Name: Garth Solutions, Inc.

Address: 5595 Osmage Drive Suite 202 City: Davie State: FL Zip: 33314

Authorized Representative: Yvonne Garth Phone: 954-727-3001

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Public Outreach and Marketing/Communications	541611	\$34,995.00	10 %
			%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: Yvonne Garth Title: President & CEO Date: 11/27/2023

Bidder/Offeror Authorized Representative

Signature: Kyle Henry Title: Vice President Date: 12/7/2023

¹ Visit [Census.gov](https://www.census.gov) and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018

Compliance Form No. 004

Exhibit F
Certification of Payments to Subcontractors and Suppliers

RLI/Bid/Contract No. GEN2126655P1
Project Title Net-Zero Plan Consulting Services

The undersigned Consultant hereby swears under penalty of perjury that:

1. Consultant has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in Paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

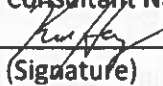
Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute
N/A		

3. The undersigned is authorized to execute this Certification on behalf of Consultant.

Dated June 5th, 2024

EXP U.S. Services Inc.

Consultant Name

By 
(Signature)

By Kyle Henry, Vice President
(Name and Title)

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 5 day of June, 2024 by Kyle Henry, who is personally known to me or who has produced N/A - Personally known as identification.




NOTARY PUBLIC:
Signature: 
Print Name: Brianna Katherine Gagliardi
State of Florida at Large (Seal)
My commission expires: 7/7/2025

Exhibit G
Enterprise Technology Services Security Requirements Exhibit – Low Risk

1. Definitions

- 1.1. Equipment means the hardware being provided by Consultant under the Agreement.
- 1.2. Software means software provided or licensed by Consultant pursuant to the Agreement, including software-as-a-service (“SaaS”) products.
- 1.3. Consultant Platform means the web-based platform on which Consultant provides any SaaS or hosting Services under the Agreement, including any system or other solution that stores, hosts, or transmits County data.
- 1.4 All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

2. Software Installed in County’s Network

2.1. Software Installed in County’s Network. To the extent Consultant provides any Software to be installed in County’s network, Consultant must:

- 2.1.1. advise County of all versions of any third-party software (e.g., Java, Adobe Reader) to be installed and support updates for critical and high-risk vulnerabilities discovered in applicable third-party or open source software;
- 2.1.2. ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- 2.1.3. develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- 2.1.4. mitigate critical and high-risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Consultant platform within thirty (30) days after patch release, and medium-risk vulnerabilities within sixty (60) days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Consultant is unable to apply a patch to remedy the vulnerability;
- 2.1.5. ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Consultant’s or the third-party licensor’s website;

2.1.6. ensure software connectivity to database systems can be configured to integrate with Active Directory (AD);

2.1.7. ensure the Software is not within three (3) years from its end-of-life date and provide County with end-of-life-schedules for all applicable Software;

2.1.8. support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for County Confidential Data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and

2.1.9. upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

3. Equipment Leased or Purchased from Consultant

3.1. Equipment Leased or Purchased from Consultant. To the extent Consultant is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Consultant must:

3.1.1. ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;

3.1.2. ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;

3.1.3. shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high risk vulnerability, and within sixty (60) days after identification of a medium risk vulnerability and notify County of proposed mitigation steps taken;

3.1.4. develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;

3.1.5. upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);

3.1.6. ensure the Equipment is not within three (3) years from its end-of-life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;

3.1.7. (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Consultant's or the OEM's website; and

3.1.8. (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

4. SaaS or Hosting Service

SaaS or Hosting Services. To the extent Consultant provides SaaS or web hosting services, all Software, SaaS, and all Hosted Services or other web-based solution provided or made available as part of the Services must comply with the County's Service Provider Secure Coding Standard, including as may be updated from time to time by County upon written notice to Consultant. Any SaaS provider or website hosting County data must account for confidentiality, integrity, and availability to the extent required by County security standards, and Consultant must immediately notify County of any information security breach or unauthorized access or modification of County data. Consultant shall maintain the same standards set forth herein for its data centers and other facilities that store or host County data.

Exhibit H
Guaranty of Contractual Obligations



January 12, 2024

Michael Mullen, CPPB
Purchasing Agent Senior
Purchasing Division
115 S Andrews Ave, Rm 212
Fort Lauderdale, FL 33301

Re: **Net-Zero Plan Consulting Services**
RFP No. GEN2126655P1

Dear Mr. Mullen,

In the event that, EXP U.S. Services, Inc. and Broward County execute a contract pursuant to RFP No. GEN2126655P1, EXP Global, Inc. will guarantee the contractual obligations of EXP U.S. Services, Inc. under such contract and such guarantee shall continue in full force and effect until all of the obligations have been discharged.

If you have any questions or need additional information, please do not hesitate to contact our office.

Best regards,

A handwritten signature in blue ink that reads "Deborah Walters".

Deborah Walters
Chief Financial Officer

EXP Global, Inc.

205 North Michigan Avenue, 36th Floor, Chicago, IL 60601 USA
t: +1-312-616-0000 | exp.com



Consultant Work Order Proposal

February 26, 2025

Mr. Rasheed McCallum, CEM
Energy Resources Manager, City of Miramar
2300 Civic Center Place
Miramar, FL 33025

Re: Project Name: City of Miramar Climate Action Plan

Dear Mr. McCallum

It is with great pleasure, EXP US Services ("EXP") has submitted this letter agreement ("Agreement") to the City of Miramar ("Client/City") for professional services to develop a Climate Action Plan (CAP) to accelerate the City's efforts to reduce Greenhouse Gas (GHG) emissions, and to provide a detailed and implementable pathway to Net-Zero emissions by 2050. The proposed services will be provided in accordance with the terms and conditions set forth herein.

I. Background

The City of Miramar has long been a local leader in continuously advancing sustainable performance across multiple sectors and has been dedicated to engaging and providing its residents and businesses with a greener, healthier City for all to enjoy. Major actions and accomplishments in Miramar's sustainability journey throughout the years include its award-winning Community Garden, building energy-efficiency improvements, increasing its Electric Vehicle (EV) fleet and deployment of EV charging infrastructure for public use, widely successful anti-litter and recycling campaigns, tree canopy enhancements, innovative water conservation measures, and much more. Moreover, in 2022, the City of Miramar completed its Sustainable Living Plan, which made official its commitment to support the United Nations-led Race to Zero campaign pursuing 50% emissions reduction by 2030 and achieving net-zero emissions by 2050. The City of Miramar has also recently completed a community-wide GHG inventory pursuant to Local Governments for Sustainability (ICLEI) protocols. There is still much work to do to accelerate GHG emissions reductions in the City. This Climate Action Plan will:

- Build on all the great work has done in advancing a sustainable future for its residents, staff and businesses, by analyzing and consolidating the findings of all previous sustainability-related studies,



plans, actions and projects into one comprehensive sustainability pathway;

- Develop more robust baseline conditions and emissions forecasting analyses;
- Developing feasible, implementable and fundable strategies to support decarbonization and achievement of Net Zero emissions in the City;
- Initially prioritize “quick wins” and “low-hanging fruit” to gain momentum and build support for larger and more transformative actions for emissions reductions;
- Align implementation strategies and recommended actions with the unprecedented levels of available funding for addressing the climate crisis through the Inflation Reduction Act and other sources;
- Consider increasing climate hazards such as flooding, and ensure that recommended actions account for increasing risk, where feasible, and seek alignment with ongoing vulnerability assessment efforts;
- Honor Miramar’s legacy of community engagement to ensure a plan that is responsive to the residents and stakeholders needs, and that prescribes a just and equitable pathway to reducing emissions where all benefit including those in disadvantaged areas in the eastern expanse of the City.

The timing of this effort and partnership with EXP is ideal, as EXP is currently developing a [Net-Zero Plan](#) and Electric Vehicle Charging Infrastructure (EVCI) Plan for Broward County. These Plans include robust collection of relevant municipal data and scaled strategies that Broward’s municipalities can adopt and adapt to accelerate multi-sector emissions reductions efforts, and further collaboration with the County and neighboring municipalities to create efficiencies, minimize costs, and maximize regional impact. For example, as part of the Broward EVCI Plan, the EXP Team’s platform allows our customers to forecast EV charging demand and infrastructure needs based on a range of customizable inputs – EXP already has datasets that can be leveraged for Miramar’s benefit in the development of this CAP. These outputs can be scaled to the City of Miramar to produce EV-related recommendations to support the City’s broader Net-Zero Goals

1. EV Adoption Scenarios to match local City conditions.
2. Regional Travel Demand Models
3. Charging Demand Simulations
4. Prioritized EVCI site lists specific to the City of Miramar

II. **Summary of Tasks and Deliverables**

The following page summarizes the 6 tasks and their deliverables for the City of Miramar Climate Action Plan project. [Attachment A](#) provides a more detailed description of the Scope of Work.

INITIAL DATA EVALUATION & PLANNING

Task 1 - Project Management
Task 2 - Baseline Conditions/Emissions Forecasting
Task 3 - Stakeholder Engagement Support
Task 4 - Climate Action Plan and Net-Zero Strategy
Review Meetings

CLIMATE ACTION PLAN DEVELOPMENT

Task 5 - Identify Net-Zero Pathways by Sectors
Task 6 - Final Climate Action Plan

INITIAL DATA EVALUATION & PLANNING

- **Task 1 - Project Management:** EXP will create a project management plan that includes a schedule, meeting frequencies, communication protocols, and quality assurance measures. Deliverables include the project management plan, schedule (in PDF and/or Microsoft Project file), meeting invitations, communication protocols, an organization chart, and a schematic of feedback loops.
 - **Task 1.1 - Project Kick-off Meeting:** EXP will coordinate and facilitate a kickoff meeting to introduce the project scope, discuss data collection needs, and identify stakeholders. Deliverables include the meeting agenda, minutes, and any presentations.
- **Task 2 - Baseline Conditions and Emissions Forecasting:** EXP will assess the City's GHG emissions, evaluate the methodology of the ICLEI emissions analysis tool, and create a business-as-usual forecast model through 2050. Deliverables include a technical memorandum report summarizing previous tasks, the 2019 and latest City GHG emissions inventory, a graph of GHG emissions forecast through 2050, an overview of energy efficiency in government facilities, and information about carbon sequestering assets. The City will provide all GHG Emissions Inventories, ICLEI emissions analysis tools, utility bills, energy audit documentation, and relevant GIS datafiles.
- **Task 3 - Stakeholder Engagement Support:** EXP will develop a public engagement plan that will serve as a guide for City staff to conduct public engagement for the project. Deliverable for this task is a public engagement plan.
- **Task 4 - Climate Action Plan and Net-Zero Strategy Review Meetings:** EXP will conduct a series of meetings with city staff to review net-zero strategies, case studies, innovative technologies, and best practices. Deliverables include meeting agendas, minutes, and presentations.

CLIMATE ACTION PLAN DEVELOPMENT

- **Task 5 - Identification of Net-Zero Pathways by Sectors:** EXP will create net-zero pathways for each sector, outlining steps towards carbon neutrality by 2050, and interim goals for 2030. These pathways will include defined strategies, policies, and milestones. Deliverables include a report providing net-zero pathways by sector, a summary of prioritized actions and projects, a detailed capital budget estimate, a cost-benefit analysis, and an implementation roadmap that will identify grant funding sources for the highest priority actions.
- **Task 6 - Final Climate Action Plan:** EXP will summarize the findings of all previous tasks into a final Climate Action Plan. The final report will be delivered in PDF format. Deliverables include the Final Climate Action Plan, with modeled net-zero pathways by sector, partnership models, incentive programs, implementation methodology, funding strategies, potential barriers, and investment recommendations.

III. Schedule

EXP will perform the services outlined upon written authorization by the City. A detailed schedule including task milestones will be provided at our project kick-off meeting. EXP anticipates project completion within twelve (12) months from NTP. The actual project schedule will be dependent on City's availability to

participate in their roles outlined in the scope of work:

Schedule of Deliverables			
Task #	Major Task, Sub-Task Activity, or Deliverable	Duration	Delivery
1	Project Management	52 weeks	52 weeks
2	Baseline Conditions and Emissions Forecasting	10 weeks	14 weeks
3	Stakeholder Engagement Meeting #1	1 day	14 weeks
4	Climate Action Plan and Net-Zero Strategy Review Meetings	8 weeks	22 weeks
5	Identification of Net-Zero Pathways by Sectors	8 weeks	30 weeks
6	Final Climate Action Plan	12 weeks	52 weeks

IV. Compensation

Consultant shall perform the Work detailed in this Proposal for a total lump sum of one hundred and fifty thousand dollars (**\$ 115,000**). The Consultant will be paid based on the fee basis as shown on the table below. The Client shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, such as costs associated with attending in-person meeting(s)/site visit(s) with city staff/officials, which shall not exceed seven thousand dollars (\$3,500.00). Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

The following is a summary of the method and amount of compensation to be paid for each Task or Activity.

Schedule of Deliverables			
INITIAL DATA EVALUATION & PLANNING			
No.	Major Task, Sub-Task Activity, or Deliverable	Fee Amount	Fee Basis
1	Project Management and Meetings with City Staff	10,000	Lump Sum
2	Baseline Conditions & Emissions Forecasting	25,000	Lump Sum
3	Stakeholder Engagement Support	2,500	Lump Sum
4	Climate Action Plan and Net-Zero Strategy Review Meeting	19,000	Lump Sum
Reimbursable Expense Allowance		2,000	Not to exceed
Sub Total		\$ 58,500	
Schedule of Deliverables			
CLIMATE ACTION PLAN DEVELOPMENT			
No.	Major Task, Sub-Task Activity, or Deliverable	Fee Amount	Fee Basis
5	Identification of Net-Zero Pathways by Sectors	25,000	Lump Sum
6	Final Climate Action Plan	30,000	Lump Sum
Reimbursable Expense Allowance		1,500	Not to exceed
Sub Total		\$ 56,500	
Total		\$ 115,000	

Proposal Submitted by:
EXP U.S. Services, Inc.



Signature

Ajani Stewart, CFM

Senior Resilience & Sustainability Manager

February 26, 2025

Date

Contract Approval:

City of Miramar

Signature

Name (Printed)

Title

Work Order No.: _____

The Client may at its sole discretion approve this Work Order Proposal by signing above.

Attachments

[Attachment A](#) provides a more detailed description of the Scope of Work

[Attachment B](#) provides a copy of the Broward County Net-Zero Plan was designed and intended to provide municipalities with a simple contracting mechanism to “piggy-back” and eliminate the need to do their own program (and the time and costs that incurs), should they choose to.

[Attachment C](#) EXP Terms and Conditions

Attachment A - Detailed Scope of Work

City of Miramar Climate Action Plan

For the Project Scope, EXP proposes a structured approach to the professional services to be administered. At minimum, all deliverables and materials for presentation are to be presented for review by the City Project Manager and/or Contract Administrator and will be provided by EXP electronically in PDF format, or other appropriate document type. All public facing document, such as reports, and outreach documents, shall be provided in English, Spanish, and Haitian Creole. Data and digital products will conform to prevailing documentation standards and GIS files will include metadata conforming to the Federal Geographic Data Committee, Content Standard for Digital Geospatial Metadata (CSDGM) Version 2. The tasks and further deliverables requirements are described as follows:

INITIAL DATA EVALUATION & PLANNING

Task 1 – Project Management

EXP will develop a generalized management plan for the project addressing project management, meeting frequencies, communications (internal and client), and quality assurance/quality control (QA/QC). This plan will also include a project schedule that outlines the tasks for completion and key milestones for deliverables, an organization chart of task and subtask assignments, contingent paths, and task predecessors and stakeholder feedback loops. City input will be solicited, and as applicable, a revised version(s) will be provided for City acceptance.

Task 1 Deliverables:

- Project management plan including project schedule (as a PDF and/or Microsoft Project file), scheduled meeting invitations, communication protocols, organization chart and schematic representing feedback loops through the project schedule.

Assumptions for Task 1:

EXP will participate in one (1) monthly project status update meeting with City staff, for a maximum duration of one (1) hour. Generally, these meetings will be conducted virtually via Webex, but they may also be conducted in person at the City of Miramar as requested in advance, and mutually agreed on, by the City and EXP.

Task 1.1 – Project Kick-off Meeting

EXP will coordinate with City Project Manager to convene a kickoff meeting with EXP personnel, key other City staff. EXP will introduce the project scope, approach, schedule, and deliverables, and shall facilitate a discussion during which potential schedule constraints, scope challenges, and clarifying questions can be addressed. Initial data collection needs and methods will be discussed and the documents, data, policies relevant to the project outlined. Preliminary stakeholder coordination

strategies and meeting schedules will be discussed, and project stakeholders will be identified from an equity lens to ensure the inclusion of Historic Miramar and other disadvantage sections of the City in the east. EXP will prepare a kickoff meeting agenda, and minutes including action items required by EXP and/or City. City input (on minutes/action items) will be solicited, and a revised version will be provided for City acceptance.

Task 1.1 Deliverables:

- Meeting agenda, minutes and presentations as requested or required.

Task 2 – Baseline Conditions and Emissions Forecasting

EXP will coordinate with City Project Manager to discuss data needs for the development of the Baseline Conditions and Emissions Forecasting report and will present approach, and outline report format. City input will be solicited, and as applicable, a revised version(s) will be provided to City for acceptance. EXP team will prepare a Baseline Conditions and Emissions Forecasting Report that will evaluate the methodology and assumptions of the ICLEI emissions analysis tool used to generate City GHG emissions inventories and shall identify gaps if any exist. The report shall present both the 2019 and the latest City GHG ICLEI emissions inventory as the baseline for emission reductions towards the 2030 and 2050 planning horizons, respectively. EXP will review energy performance of City buildings, facilities, and operations, through benchmarking, review of energy audits, and data collection, and will report baseline energy efficiency conditions. EXP team will evaluate connections and energy resource flows across City operations including but not limited to fleet and transportation operations, building and facilities operations, waste operations, water, and wastewater treatment facilities operations, and will identify how waste energy from one system can be utilized by another system. EXP shall include a business as usual (BAU) forecast model to estimate GHG emissions through 2050 should the City's energy system, transportation fleet, and related business practices continue their current trajectories. GHG emissions forecast modeling should incorporate past City emissions inventories, local energy trends, population trends and demographics data, temperature trends, transportation trends and other key data. EXP shall review relevant GIS datafiles, programs, policies, and other local data sources to quantify the community's and City's contribution to the removal of CO₂ from the atmosphere through carbon sequestration and carbon offsets.

Task 2 Deliverables:

- From City: all GHG Emissions Inventories, ICLEI emissions analysis tools, utility bills, energy audit documentation, and GIS datafiles relevant to this effort.
- EXP will deliver a short technical memorandum report to include a summary of previous tasks: the 2019 and latest City GHG emissions inventory; a graph of GHG emissions forecast through 2050; an overview of the energy efficiency of government facilities and operations; and carbon sequestering assets.

Task 3 –Stakeholder Engagement Support

In coordination with the City, EXP will develop a concise stakeholder engagement plan, prior to commencing any public meetings. The plan will serve as a guide for City staff to conduct public

engagement for the project and will evolve in response to new information and needs as the project unfolds. The plan will articulate tailored approaches that speak to the specific and diverse needs and interests of the City of Miramar and its communities and provide multiple means for soliciting input with relevant groups. The plan will include special focus on tactics to engage traditionally disadvantaged communities in the eastern expanse of the City, such as Historic Miramar.

Task 3 Deliverables:

- Stakeholder engagement plan.

Assumptions for Task 3:

City staff will conduct and produce materials for all public and stakeholder engagement activities. EXP will not participate in any public or stakeholder engagement activities and will only provide the stakeholder engagement plan deliverable as a guide for the City to conduct these activities at times, frequencies and locations of their choosing.

*As part of the EXP Team per the Broward County Net Zero Agreement provided in **Attachment A**, Garth Solutions, Inc. (GSI), a local minority and women-owned certified small business may provide support for this task. Located in nearby Davie, GSI has been leading community outreach and engagement efforts for municipal projects in South Florida for over 20 years and has a long history of partnership with the City of Miramar.*

Task 4 – Climate Action Plan and Net-Zero Strategy Review Meeting

This task includes developing a framework to support the decarbonization of the City including but not limited to government operations and other sectors. EXP will coordinate with City Project Manager to conduct one (1) Net-Zero Strategy Review meeting with EXP personnel, and key City staff to present and review net-zero strategies with demonstrated success, relevant case studies, suitable innovative technologies, nature-based solutions, policies, and best practices to reduce GHG emissions, drive carbon sequestration, and generate renewable energy sources. EXP shall present suitable energy business models, including potential public-private partnerships, and renewable energy investment incentives. EXP shall review existing City initiatives, policies, and programs to reduce GHG emissions and shall identify opportunities to scale or enhance such efforts. City-wide GHG reduction strategies shall be reviewed by sector including transportation, residential, commercial, industrial, and upstream impacts. Strategies shall identify methods and timelines for powering the electric grid with renewable energy, for replacing fossil fuel dependent vehicles and equipment with clean alternatives, for enhancing energy efficiency across sectors, for increasing carbon sequestration and stores, for reducing vehicle miles traveled, for enhancing reuse and sustainability across sectors, and for driving community partnerships during the transition to an equitable net-zero future. Net-zero strategies for City government operations shall be presented for review in the following subcategories: buildings and facilities, solid waste, streetlights and traffic signals, vehicle fleet, water and wastewater treatment facilities, and employee commute. The economic, social, and environmental value of each strategy shall be outlined.

Task 4 Deliverables:

- Meeting agenda, minutes and presentations as requested or required.

CLIMATE ACTION PLAN DEVELOPMENT**Task 5 – Identification of Net-Zero Pathways by Sectors**

EXP shall develop net-zero pathways by sector outlining steps towards achieving carbon neutrality by 2050, and the interim goal of reducing City-wide emissions by 50% relative to 2019 levels by 2030. These pathways shall be consistent with IPCC 6th Assessment findings, support 1.5°C and 2.0°C limits, and provide recommendations for front loading and accelerating investments to support this global need. Net-zero pathways shall include clearly defined strategies, near-term policies, measures, and milestones, and shall outline key uncertainties. Net-zero pathways shall identify potential inter-governmental collaborations, and partnerships with private entities, utility service providers, and non-profits, to accelerate the transition to clean energy. The Net-zero pathways shall prioritize actions that must be completed in the near-term in order to achieve net-zero government operations and community-wide by 2050. The pathways developed should at minimum explore a scenario where the power grid baseline conditions are maintained through 2050, and a scenario where the power grid becomes cleaner through 2050 according to modeled trajectories and/or stated schedules. EXP shall leverage relevant City or regional plans and shall ensure that pathways are congruent with ongoing City efforts to reduce GHG emissions. Energy economics should be carefully considered during the development of net-zero pathways, and market driving strategies should aim to balance the triple bottom line. EXP shall estimate the capital budget required to fund investments and strategies outlined in each net-zero pathway. A cost- benefit analysis of each net-zero pathway and its strategies shall be presented, outlining the economic, social, and environmental costs and value.

Task 5 Deliverables:

- EXP will develop a brief draft report providing the net-zero pathways by sector with clearly defined strategies, near-term policies, measures, and milestones, and shall outline key uncertainties. The report shall be written in a manner that the presented information is easily understandable by all audiences. The draft report will include a summary of prioritized recommended actions and projects, a detailed capital budget estimate and benefit-cost analysis of each pathway shall also be included.
- The draft report will also contain an implementation roadmap for prioritized actions that will include identification and alignment of potential grant funded sources for the highest priority actions.

Assumptions for Task 5:

City staff will conduct one (1) round of review of the draft report and will provide consolidated comments for EXP to make changes and edits.

Task 6 – Final Climate Action Plan

Upon satisfactory revision and acceptance from the City of the draft Climate Action Plan, incorporating any critical changes mutually agreed upon by EXP and the City, EXP shall summarize the findings of all previous project tasks into a written Final Climate Action Plan for 50% reduction in City-wide GHG emissions by 2030 relative to 2019 levels, driving the transition to clean energy sources, and achieving net-zero by 2050. The final report will be delivered electronically in PDF format.

Task 6 Deliverables:

- Final Climate Action Plan with modeled net-zero pathways by sector, partnership models and incentives programs, implementation methodology and funding strategies, potential barriers, and recommendations for investment for project time frame (current to 2050) planning horizons.

Attachment B Broward County Resilient Environment Department County-wide Net-Zero Plan Scope of Work

provides a copy of the Broward County Net-Zero Plan was designed and intended to provide municipalities with a simple contracting mechanism to “piggy-back” and eliminate the need to do their own program (and the time and costs that incurs), should they choose Scope of Services



1. Project Objectives and Overview:

The Broward County Resilient Environment Department is seeking a qualified firm to develop a County-wide Net-Zero Plan (Plan) that will provide a detailed strategy for Broward County (County) to achieve 50% Greenhouse gas (GHG) emissions reductions by 2030 relative to 2019 levels, and county-wide carbon neutrality by 2050. The Plan shall identify and incorporate the most suitable innovative technologies, nature-based solutions, policies, and best practices to reduce GHG emissions, drive carbon sequestration, and generate renewable energy sources. The Plan shall provide net-zero pathways by sector including strategy implementation schedules coupled with the projected economic, social, and environmental value of each strategy provided. The Plan shall detail the strategies and investments specific to plan implementation as part of County operations while providing the framework for achieving net-zero goals through recommendations, best practices and implementation guides on a community-wide basis. These recommendations shall be consistent with the Intergovernmental Panel on Climate Change (IPCC) 6th Assessment findings, support 1.5 and 2.0°C limits, and provide recommendations for front loading and accelerating investments to support this global need. The Plan shall map aggregated resource flows across sectors and identify connections between critical systems and opportunities for waste to energy (or resource) conversion across systems. A holistic approach shall be implemented with lifecycle costs built into the Plan. Development of the Plan shall include the engagement of diverse stakeholders including but not limited to industry experts, key agencies that oversee the built and natural environment, the business community, advocacy groups, the public, and environmental justice groups to unveil potential challenges in the transition to a low emissions future, and to ensure that the strategies presented are just and equitable. The Plan shall include the development of an online Net-Zero Toolbox containing interactive data-driven tools to allow for the cost-benefit analysis of each strategy, progress tracking towards net-zero, and performance evaluation of the strategies for use by the County and municipalities included in the Plan.

2. Background:

Broward County has been a national leader in local and regional climate change efforts for over 15 years. Through numerous actions by the Broward County Board of County Commissioners (Board), the County has increasingly stepped up its commitment to cut carbon pollution driving global warming and climate change and adopted organized action plans to support these commitments. In 2008, the Board passed Resolution 2008-822, establishing a community-wide greenhouse gas (GHG) emissions target of 80% below the 2007 baseline by 2050 to reduce the risks of climate change including sea level rise. In 2010, 2015, and 2020 the county released Climate Change Action Plans with GHG emissions reductions being a

key focus of each plan. In 2014, the Broward County Community Energy Strategic Plan (CESP) was released and set goals, established prioritized objectives, and recommended immediate and short-term actions for the Broward community to address climate change through energy initiatives. While the CESP charted a course to reduced GHG emissions and enhanced energy efficiency, the detailing of a net-zero pathway was neither an objective nor an outcome. In 2021, the County Commission recognized the need to take a firm position on carbon neutrality and passed a resolution to further reduce GHG emissions to net-zero by 2050 by participating in the Race to Zero commitment (Resolution 2021-452). This resolution is in keeping with the County's support of the Paris Agreement and its goal to limit global warming to below 1.5-2° Celsius relative to preindustrial levels to avoid the worst impacts of climate change and is part of the rationale for the development of a County-wide Net-Zero Plan.

There is much ongoing work to accelerate GHG emissions reductions in Broward County. The County is reducing its dependence on electricity generated by fossil fuels through the installation of large-scale solar photovoltaic (PV) systems, with 18 projects operational or in development. Currently solar capacity is 3.13 MW with an additional 3.83 MW capacity pending installation, achieving an average 30% solar energy offset to on-site energy consumption. The County was also an early adopter of the FPL SolarTogether program, which allows FPL customers to subscribe to the electricity generated by utility-scale PV projects, through which the County is achieving a total 132 MW solar energy offset for its remaining electrical usage. Broward County has already begun the electrification of its fleet and transit vehicles and is tracking towards its goal of fully replacing internal combustion engine (ICE) vehicles with battery electric vehicles by 2030 through the Under2 Coalition's Zero Emission Electric Vehicle Targeted Challenge (Resolution 2018-607). As part of the County's 2020 Update of the County-wide Climate Change Action Plan, Broward County led a stakeholder process that delivered 125 recommended actions to reduce the effects of climate change and increase community resilience, of which 50 pertain to reducing Broward's carbon footprint. The County also engages regionally as a participant in the four-county Southeast Florida Regional Climate Change Compact. In this partnership, stakeholders have participated in the development of a Regional Climate Action Plan (RCAP) for Southeast Florida with extensive recommendations for building resilience amidst a changing climate. The most recent [RCAP](#) was updated in 2022, with reference to net-zero goals, and included extensive recommended actions to reduce consumption of electricity and fuel and increase renewable energy capacity to increase regional resilience, reduce greenhouse gas emissions, and improve emergency management and disaster recovery.

In the development of a just and equitable pathway to reduce county-wide GHG emissions by 50% compared to 2019 levels and achieve carbon neutrality across Broward County by 2050, the Net-Zero Plan shall leverage the existing plans and ongoing work presented above.

3. List of Detailed Tasks:

The project is divided into four tasks which are further divided into sub-tasks. At minimum, all deliverables and materials for presentation are to be presented for review by the County Project Manager and or Contract Administrator and will be provided by Consultant electronically as an Americans with Disabilities Act (ADA)-accessible PDF document, or other appropriate document type. All public facing document, such as reports, and outreach documents, shall be provided in English, Spanish, and Haitian Creole. Data and digital products will conform to prevailing documentation standards and GIS files will include metadata conforming to the Federal Geographic Data Committee, Content Standard for Digital Geospatial Metadata (CSDGM) Version 2. The tasks and further deliverable requirements are described as follows:

Task 1: Project Management

This task includes management of an interdisciplinary team with relevant expertise in net-zero planning,

renewable energy production and distribution, transportation electrification and multimodal planning, sustainable engineering, energy efficiency, building/facilities operations and maintenance, capital project planning and financing, energy business models, energy economics, real estate and development economics, public and industry communications and outreach, and/or geographical/geospatial analysis. This task establishes communication protocols, general procedures, and upfront planning to implement the technical scope of work, outreach, and stakeholder involvement. Consultant would perform work with ongoing collaboration with County Chief Resilience Officer (CRO) and County Project Manager.

Task 1.1 Project Management Plan and Schedule:

Consultant will develop a generalized management plan for the project addressing project management, communications (internal and client), and quality assurance/quality control (QA/QC). This plan will also include a project schedule that outlines the tasks for completion and key milestones for deliverables, an organization chart of task and subtask assignments, contingent paths, and task predecessors and stakeholder feedback loops. County input will be solicited, and as applicable, a revised version(s) will be provided for County acceptance.

Task-specific deliverables: Project management plan including project schedule (as a PDF and/or Microsoft Project file), communication protocols, organization chart and schematic representing feedback loops through the project schedule.

Task 1.2 Project Kick-off Meeting:

Consultant will coordinate with County Project Manager to convene a kickoff meeting with Consultant personnel, the County's Chief Resilience Officer (CRO), and other County staff. The Consultant will introduce the project scope, approach, schedule, and deliverables, and shall facilitate a discussion during which potential schedule constraints, scope challenges, and clarifying questions can be addressed. Initial data collection needs and methods will be discussed and the documents, data, policies, relevant to the project outlined. Preliminary stakeholder coordination strategies and meeting schedules will be discussed, and project stakeholders will be identified from an equity lens to ensure the inclusion of underrepresented communities. Consultant will prepare a kickoff meeting agenda, and minutes including action items required by the Consultant and/or County. County input (on minutes/action items) will be solicited, and a revised version will be provided for County acceptance. CRO and County Project Manager will assist with the logistics and meeting invitations.

Task-specific deliverables: Agenda, meeting minutes, and presentations as requested or required.

Task 1.3 Twice-Monthly Meetings with County Project Manager:

Consultant shall conduct brief meetings with the County Project Manager up to two times per month throughout the duration of the project to provide continuous information and feedback. These meetings may be in person or virtual. If approval for a milestone, major assumption, or deliverable is required, County Project Manager and/or Contract Administrator may provide same during a coordination meeting.

Task-specific deliverables: Consultant will send one summary email with brief summary of discussion items following each meeting, including any approvals.

Task 1.4 Quarterly Meetings with Climate Change Task Force:

Consultant shall provide presentations to the Climate Change Task Force during their regular quarterly meetings for the duration of this agreement that will include progress updates, findings, and other topics as requested by County Project Manager or County CRO.

Task-specific deliverables: Presentations as requested or required.

Task 1.5 Task Summary Memorandum:

Consultant will develop a task Summary Memorandum summarizing Tasks 1.1 through 1.4. County's comments in the task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 4).

Task-specific deliverables: Task Summary Memorandum.

Task 2: Baseline Conditions and Emissions Forecasting Report

This task includes the preparation of a Baseline Conditions and Emissions Forecasting Report that will review the data, methodology, and assumptions of the county GHG emissions inventory. Data from past and current county GHG emissions inventories will be used in a business-as-usual (BAU) forecasting model along with other local data to project fossil fuel demand changes and simulate GHG emissions through 2050 accounting for reasonably anticipated changes in energy source. This task will also include a baseline report of energy efficiency across government operations and community-wide, mapping energy flows between systems and identifying opportunities for reduction of wasteful energy practices. Consultant will develop a baseline for a yearly assessment of CO2 reductions and an inventory of community-wide GHG reduction programs to include carbon offset programs and similar. In addition, Consultant will develop an inventory of carbon sinks or programs that could potentially sequester carbon that could be applied in Broward County, including green and blue infrastructure.

Task 2.1 Baseline Conditions and Emissions Forecasting Planning Meeting:

Consultant will coordinate with County Project Manager to conduct a planning meeting with Consultant personnel, the County's Chief Resilience Officer, and other County staff to discuss data needs for the development of the Baseline Conditions and Emissions Forecasting report and will present approach, and outline report format. County input will be solicited, and as applicable, a revised version(s) will be provided to County for acceptance.

Task-specific deliverables: From County: all GHG Emissions Inventories, ICLEI emissions analysis tools, utility bills, energy audit documentation, and GIS datafiles relevant to this effort. From Consultant: Agenda, meeting minutes, and presentations as requested or required.

Task 2.2 Development of Baseline Conditions and Emissions Forecasting Report:

Consultant team will prepare a Baseline Conditions and Emissions Forecasting Report that shall evaluate the methodology, and assumptions of the ICLEI emissions analysis tool used to generate county GHG emissions inventories and shall identify gaps if any exist. The report shall present both the 2019 and the latest county GHG emissions inventory as the baseline for emission reductions towards the 2030 and 2050 planning horizons, respectively. Consultant shall present baseline power grid conditions and identify the share of low emission energy sources and renewables. Consultant will review energy performance of county buildings, facilities, and operations, through benchmarking, review of energy audits, and data collection, and will report baseline energy efficiency conditions. Consultant team will evaluate connections and energy resource flows across county operations including but not limited to: transit, fleet and transportation operations, airport operations, port operations, building and facilities operations, solid waste operations, water, and wastewater treatment facilities operations, and will identify how waste energy from one system can be utilized by another system. Consultant shall include a BAU

forecast model to estimate GHG emissions through 2050 should the County's energy system, transit and transportation fleet, and related business practices continue their current trajectories. GHG emissions forecast modeling should incorporate past county emissions inventories, local energy trends, population trends and demographics data, temperature trends, transportation trends, Florida Power and Light (FPL)

schedules to transition to a greener power grid, and other key data. Consultant shall review relevant GIS datafiles, programs, policies, and other local data sources to quantify the community's and county's contribution to the removal of CO₂ from the atmosphere through carbon sequestration and carbon offsets.

Task-specific deliverables: Consultant will deliver a written report to include: the 2019 and latest county GHG emissions inventory; a graph of GHG emissions forecast through 2050; an overview of the energy efficiency of government facilities and operations; a flowchart of energy movement across government operation systems, an inventory of carbon offsets and carbon sequestering assets; and an overview of the power grid.

Task 2.3 Task Summary Memorandum:

Consultant will develop a task Summary Memorandum summarizing Tasks 2.1 and 2.2. County's comments in the task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 4).

Task-specific deliverables: Task Summary Memorandum.

Task 3: Development of Net-Zero Plan

This task includes developing a framework to support the decarbonization of Broward County including but not limited to transportation, commercial, industrial, and residential sectors alongside government operations.

Task 3.1 Net-Zero Strategy Review Meetings:

Consultant will coordinate with County Project Manager to conduct a series of Net-Zero Strategy Review meetings with Consultant personnel, the County's Chief Resilience Officer, and other County staff to present and review net-zero strategies with demonstrated success, relevant case studies, suitable innovative technologies, nature-based solutions, policies, and best practices to reduce GHG emissions, drive carbon sequestration, and generate renewable energy sources. Consultant shall present suitable energy business models, including potential public-private partnerships, and renewable energy investment incentives. Consultant shall review existing County initiatives, policies, and programs to reduce GHG emissions and shall identify opportunities to scale or enhance such efforts. County-wide GHG reduction strategies shall be reviewed by sector including transportation, residential, commercial, industrial, and upstream impacts. Strategies shall identify methods and timelines for powering the electric grid with renewable energy, for replacing fossil fuel dependent vehicles and equipment with clean alternatives, for enhancing energy efficiency across sectors, for increasing carbon sequestration and stores, for reducing vehicle miles traveled, for enhancing reuse and sustainability across sectors, and for driving community partnerships during the transition to an equitable net-zero future. Net-zero strategies for County government operations shall be presented for review in the following subcategories: buildings and facilities, solid waste, streetlights and traffic signals, transit fleet, vehicle fleet, airports, Port Everglades, water and wastewater treatment facilities, and employee commute. The economic, social, and environmental value of each strategy shall be outlined.

Task-specific deliverables: Agenda, meeting minutes, meeting summary, and presentations as requested or required.

Task 3.2 Identification of Net-Zero Pathways by Sector:

Consultant shall develop net-zero pathways by sector outlining steps towards achieving carbon neutrality by 2050, and the interim goal of reducing county-wide emissions by 50% relative to 2019 levels by 2030.

These pathways shall be consistent with IPCC 6th Assessment findings, support 1.5 and 2.0°C limits, and provide recommendations for front loading and accelerating investments to support this global need. Net-zero pathways shall include clearly defined strategies, near-term policies, measures, and milestones, and shall outline key uncertainties. Net-zero pathways shall identify potential inter-governmental collaborations, and partnerships with private entities, utility service providers, and non-profits, to accelerate the transition to clean energy. The Net-zero pathways shall highlight priority actions that must be completed in the near-term in order to achieve net-zero government operations and community-wide by 2050. The pathways developed should at minimum explore a scenario where the power grid baseline conditions are maintained through 2050, and a scenario where the power grid becomes cleaner through 2050 according to modeled trajectories and/or stated schedules. Consultant shall leverage relevant county or regional plans and shall ensure that pathways are congruent with ongoing county efforts to reduce GHG emissions. Energy economics should be carefully considered during the development of net-zero pathways, and market driving strategies should aim to balance the triple bottom line. Consultant shall estimate the capital budget required to fund investments and strategies outlined in each net-zero pathway. A cost-benefit analysis of each net-zero pathway and its strategies shall be presented, outlining the economic, social, and environmental costs and value.

Task specific deliverables: Consultant will develop a report providing the net-zero pathways by sector with clearly defined strategies, near-term policies, measures, and milestones, and shall outline key uncertainties. This report will consider baseline through 2050 and greener through 2050 grid conditions. A detailed capital budget estimate and cost benefit analysis of each pathway shall also be included.

Task 3.3 Summary of Recommended Net-Zero Plan:

The Consultant shall summarize the findings of the evaluation and the recommended plan for 50% reduction in county-wide GHG emissions by 2030 relative to 2019 levels, driving the transition to clean energy sources, and achieving net-zero by 2050. County input will be solicited, and as applicable, a revised version(s) will be provided for County acceptance.

Task-specific deliverables: Written Net-Zero Plan with modeled net-zero pathways by sector, partnership models and incentives programs, implementation methodology, potential barriers, and recommendations for investment for project time frame (current to 2050) planning horizons.

Task 3.4 Municipal Net-Zero Templates:

This task involves the development of generalized net-zero action strategies for small, medium, and large municipalities and local governments in Broward County. The strategies shall account for various populations and services provided and thoughtfully create a template of first-order action items that lead to GHG reductions and general

recommendations for decarbonization. A focus on cost effective and easy to implement actions for each of the generalized net-zero action strategies shall be prioritized. Consultant shall provide a checklist and guide so that any municipality can begin implementation of best practices prior to GHG inventory or net-zero plan completion to help attain County-wide GHG reduction goals.

Task-specific deliverables: Written generalized net-zero action strategies and recommendation checklists that accurately represent the heterogeneous nature of municipalities across Broward.

Task 3.5 Net-Zero Toolbox Development:

This task involves the development of an online Net-Zero Toolbox containing interactive data-driven tools to allow for the cost-benefit analysis of each strategy and net-zero pathway, progress tracking towards

net-zero, and performance evaluation of the strategies outlined in the Plan upon implementation. This toolbox should be expected to be used widely by County and Broward municipalities. The online tool shall be user- friendly, multi-lingual, and public facing.

Task-specific deliverables: Handover of data and tool with back-end access to allow for updates. Training of tool usage and updating must be completed prior to turnover.

Task 3.6 Task Summary Memorandum:

Consultant will develop a task Summary Memorandum summarizing Tasks 3.1 through 3.5. County's comments in the task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 4).

Task-specific deliverables: Task Summary Memorandum.

Task 4. Project Summary Report and Presentations to Stakeholders

This task includes efforts to develop a comprehensive draft report of project activities to be submitted to the County for review and comment. Feedback received will be incorporated into the final document. Consultant will also provide two presentations to stakeholders and County staff discussing the proposed Net-Zero Plan and implementation methodologies that encompasses all materials delivered in previous tasks. Report must follow all accessibility and data requirements from above and be translated into Spanish and Haitian Creole.

Task 4.1 Prepare and Submit Draft Summary Report and Turnover of Data:

It is anticipated this task will incorporate information from the various task summary memos into a combined report.

Task-specific deliverables: The Consultant will provide a draft report that will include an introduction and narrative corresponding to scope tasks and supporting appendices. Consultant will provide relevant figures and tables of data. The appendices will be focused on immediately supportive material to the report narrative. Volume reference information and model related data will be referenced and provided as part of the electronic deliverable (cataloged for future reference purposes).

Task 4.2 Report QA/QC: County Commissioners

The report will have senior review conducted by the CRO, County Project Manager or designee, and a peer review by a qualified individual not directly associated with the project for QA/QC purposes. Consultant will address all comments and edits provided in the two reviews.

Task-specific deliverables: Results of senior review and peer review of draft report.

Task 4.3 Presentations to Stakeholders:

The Consultant will organize a minimum of two stakeholder meetings to present and solicit comments and discuss the proposed strategies and net-zero pathways in addition to the recommended implementation methodologies. Stakeholder meetings will include representation from historically redlined communities, communities with the highest energy burden, communities that are disproportionately more vulnerable to climate change impacts, places of worship, the business community including small businesses and minority-owned business, environmental justice advocacy groups, Broward municipalities, Florida Power and Light, Florida Department of Transportation District Four, Broward Planning Council, and other identified stakeholders. Broward County agency and department attendees shall include the Resilient

Environment Department, Public Works, Transportation Department, Aviation Department, Port Everglades, Parks and Recreation, Emergency Management, Enterprise Technology Services, and others as determined. CRO and County Project Manager will assist with logistics, including suitable meeting locations, and invitations for the stakeholder meetings.

Task-specific deliverables: Agenda, meeting minutes, and presentations as requested or required.

Task 4.4 Prepare and Submit Final Summary Report and Executive Summary:

This task includes efforts to finalize the report and incorporation of stakeholder feedback and will be the final step before closeout. At minimum, all deliverables and materials for presentation are subject to review by the County CRO and County Project Manager and will be provided as an ADA-accessible PDF document, in English, Spanish, and Haitian Creole as appropriate. Data and digital products will conform to prevailing documentation standards as described above. It is understood that the information developed during the project will be used to support technical publications and/or presentation to organizations.

Task-specific deliverables: The final report, including a standalone executive summary, will be published in ADA-accessible PDF format for delivery to County. Native files will be provided along with all backup references, GIS datasets, and model materials in a set of electronic deliverables with all relevant metadata and associated files.

Project Schedule:

Consultant will propose a suitable schedule for completion as part of Task 1, to be agreed upon by all parties. It is expected that the period of performance for Tasks 1 through 4 will be 12 calendar months from Notice to Proceed.

Attachment C - EXP Terms and Conditions

THE CLIENT ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
04/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED EXP U.S. Services, Inc 205 N. Michigan Avenue, Ste 3600 Chicago, IL 60601	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: AIG Insurance Company of Canada</td><td>B1206</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: XL Insurance America Inc	24554	INSURER B: AIG Insurance Company of Canada	B1206	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W38649116

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	US00057823LI25A	03/31/2025 03/31/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	GGA7479210 - 01	03/31/2025 03/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	US00127865LI25A	03/31/2025 03/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	Y	GWG7479208 - 01	03/31/2025 03/31/2026 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			061127095	03/31/2025 03/31/2026	Per Claim \$3,000,000 Aggregate \$3,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Net-Zero Plan Consulting Services.

City of Miramar Climate Action Plan

Broward County, City of Miramar (Client) and EXP are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Miramar 2300 Civic Center Place Miramar, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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SR ID: 27603317

BATCH: 3918697

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED EXP U.S. Services, Inc 205 N. Michigan Avenue, Ste 3600 Chicago, IL 60601	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.