

COOPERATIVE PURCHASING AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: MDX-22-02
MDX PROJECT/SERVICE TITLE: FINANCIAL AUDITING SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT (the "Agreement"), is made and entered into as of the 4th day of January, 2022 (the "Effective Date"), by and between the **Miami-Dade County Expressway Authority d/b/a Miami-Dade Expressway Authority** (as "MDX"), a body politic and corporate, a public instrumentality of the State of Florida, under Chapter 348, Part I, Florida Statutes and created by the Board of County Commissioner of Miami Dade County as amended, acting by and through its Governing Board, and **MSL, P.A. f/k/a/ Moore Stephens Lovelace, P.A.** a corporation organized and existing under the laws of the State of **Florida**, and duly authorized to transact business in the State of Florida, **F.E.I.N. 59-3070669**, having its principal office at **255 South Orange Avenue ,Suite 600, Orlando, Florida 32801** (as the "Consultant") (collectively, referred to herein as the "Parties" to this Agreement).

WITNESSETH:

WHEREAS, pursuant to **RFP-23-2019** in **July 2019** the City of Winter Park (the "City") competitively procured for professional services related to providing auditing services. Subsequently on **August 28, 2019** the City entered into an Agreement with the Consultant for a term of **thirty-six (36) months** through **August 27, 2022**, ("the Term") with no renewal options (the "**City's Agreement**") attached hereto as **Exhibit A**, and incorporated herein by reference; and

WHEREAS, subject to the approval from the City, and as permitted by Article 4.7, *Cooperative Purchasing and Piggy-Backing* of the MDX Procurement Policy, MDX desires to enter into a Cooperative Purchasing Agreement with the Consultant to provide **Financial Auditing Services** (the "Services"), in accordance with the terms and conditions of the **City's Agreement**, unless otherwise set forth herein.

NOW, THEREFORE in accordance with Article 8.3 "*Approval Authority of Agreements and Supplemental Agreements*" of MDX's Procurement Policy (publically available on MDX's Website: www.mdxway.com, and incorporated herein by reference to the extent applicable to the Services provided by this Agreement), and in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS

The foregoing recitals are true and correct and are incorporated herein.

2. DEFINITIONS

Supplemental Agreement:

A written agreement between the Consultant and MDX, modifying the Agreement within the limitations set forth in the Contract Documents and the MDX Procurement Policy.

Contract Documents:

This Agreement and any amendments hereto.

3. SCOPE OF SERVICES

The general Scope of Services shall be inclusive of, but not limited to, Financial Auditing Services described in *Exhibit A, City's Agreement* and *Exhibit B, Additional Scope of Services*, both attached hereto and incorporated herein.

4. EFFECTIVE DATE AND TERM

Subject to the termination provisions included herein and an annual appropriation of funds, this Agreement shall become effective as of the date fully executed by and between the Parties.

The term of this Agreement shall be through August 27, 2024 or through the completion of the Annual Audit of FY 24.

Should the City's Contract be terminated for any reason, so long as City is not in default under this Contract, this Contract will remain in full force and effect as established in accordance with this section, pursuant to the same terms and conditions as if the City's Contract had not been terminated.

MDX will issue the Consultant a Notice to Proceed authorizing commencement of the Services after the Effective Date of the Agreement.

For Agreements that require a Task Authorization, no Services shall commence without a fully executed Task Authorization issued by MDX.

5. COMPENSATION/PAYMENT OF INVOICES

For Services rendered, the Consultant shall be compensated pursuant to the contractual rates set forth in accordance with the *Exhibit C, Method of Compensation*. Funds for these services are budgeted on an annual basis in the MDX approved Operations Budget.

During the Term of this Agreement, payment of invoices shall be made in accordance with the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes.

The compensation due to the Consultant as described in *Section 4, Payments to Consultant of Exhibit A, City's Agreement* and *Exhibit B, Fee* are hereby deleted in their entirety.

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Invoices shall be submitted in accordance with *Exhibit C, Method of Compensation* in detail sufficient for a proper pre-audit and post-audit thereof to the attention of:

Ms. Marie Schafer
Deputy Executive Director/Chief Financial Officer
Miami-Dade Expressway Authority
3790 N.W. 21st Street
Miami, Florida 33142

6. TERMS AND CONDITIONS

With respect to the Services under this Agreement, the Consultant agrees it shall meet all terms and conditions included in the Contract Documents.

7. PERFORMANCE AND SATISFACTION

This Agreement shall be performed in accordance with the Contract Documents and to the satisfaction of MDX. The Consultant performance will be evaluated using the MDX Contract Performance Evaluation procedures described in the MDX Procurement Policy.

8. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

8.1 Standards of Conduct

This section shall apply to the Consultant, its Subconsultants and any other agent or employee engaged by the Consultant. The Consultant agrees to incorporate the provisions of this section in any subcontract into which it might enter with reference to the Services performed for this Agreement. MDX at its sole discretion may conduct an audit of the Consultant's compliance of its obligations under this section.

The Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to the Services performed under this Agreement, which standards shall by reference be made a part of this Agreement as though set forth in full.

The Consultant shall also abide by the *MDX Procurement Policy*, *MDX Code of Ethics*, and provisions of the *Vendor's Bill of Rights and Responsibilities*.

The Consultant shall not represent any other party before the State Legislature or any committee thereof, the office of the Governor or any member of the cabinet or any state agency on any matter where such party's interest may be adverse to MDX without the prior written permission of MDX.

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In the event the Consultant desires to represent another party before any of the aforementioned public officials, bodies or agencies on any matter where such party's interest may be adverse to MDX, it shall promptly inform the MDX Executive Director or his or her delegate in writing of the party it wishes to represent and of the nature of the proposed representation. MDX, in its sole and absolute discretion may preclude the Consultant from simultaneously representing MDX and another party when MDX determines that representation of such other party may be adverse to MDX's interest.

In making such determination, MDX shall have sole and absolute discretion to determine the role of the Consultant and the nature of its representation of MDX. Should the Consultant fail, after five (5) Business Days' notice, to resolve a conflict as determined by MDX, MDX shall have the right to terminate this Agreement.

In the event that such determination shall cause MDX to incur any increased costs due to its inability to retain the Consultant for a particular matter, the Consultant shall promptly pay such costs upon being invoiced therefore by MDX. Absent manifest error, the determination of MDX of such increased costs shall be final and binding on the Consultant.

As used in this section, the term "increased costs" shall mean:

- (1) Administrative costs incurred by MDX including but not limited to legal fees, associated with the retention of another consultant to perform the services that would have been performed by the Consultant absent such conflict of interest, and
- (2) The difference between the amount paid by MDX to such replacement consultant to perform such services and the amount that would have been paid by MDX to the Consultant to perform such services. MDX and the Consultant shall use their best efforts to mitigate the conflict and any increase in costs.

In the event of a dispute between the parties, the parties agree to mediation prior to any litigation to resolve said dispute.

MDX is governed in its contracts and transactions by provisions of Florida law relating to conflicts of interest, prohibited transactions, and ethics in government. All parties to contracts with MDX relating to the Services shall familiarize themselves with the Chapter 112, and Chapter 348, Florida Statutes, the *MDX Procurement Policy*, the *MDX Code of Ethics* and with general Florida law regulating MDX's ethical requirements, prohibitions and limitations with respect to procurement and contracts.

The Consultant agrees that it shall make no statement, press releases, or other publicity of any kind concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying MDX and securing its consent in writing.

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The Consultant also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, it being understood that under the provisions of this Agreement such data or information is the property of MDX.

MDX shall have the right to unilaterally cancel this Agreement for refusal by the Consultant to allow public access to all documents, papers, letters or other materials, subject to provisions of Chapter 119, Florida Statutes, made or received by the Consultant in conjunction with this Agreement.

8.2 Conflicts of Interest:

The Consultant warrants that, to the best of the Consultant's knowledge and belief, there are no relevant facts or circumstances which could give rise to a potential or actual conflict of interest, including but not limited to, an Organizational Conflict of Interest, as defined herein, or a Personal Conflict of Interest, as defined herein, (hereinafter collectively referred to as "Conflict of Interest", "Conflicts of Interest" or "COI"), or that the Consultant has disclosed in writing to MDX all such relevant information relating to the Consultant, its employees, its agents or any of its Subconsultants.

In addition to all other requirements of the Contract Documents related to avoidance and disclosures of Conflict of Interest, the Consultant is also required to annually submit to the MDX Ethics Officer the **MDX Annual Disclosure Form**, incorporated herein by reference and attached hereto as **Exhibit D**, and provide the following information:

- (1) Any relationship that the Consultant has that will afford a current or future financial benefit to the Consultant, or to a relative or business associate of the Consultant, and which a reasonable person would conclude has the potential to create a prohibited Conflict of Interest.
- (2) Whether a relative of the Consultant is registered to lobby the Executive Branch of the State of Florida or the Florida Constitution Review Committee and, if so, the names of such lobbyist's clients must be provided in writing to the MDX Ethics Officer.
- (3) Any and all interest in real property held by the Consultant or the immediate family member of the Consultant, if such real property is located in or within a ½ mile radius of any actual or prospective MDX project. Prior to the execution of the Agreement, the Consultant has been provided a corridor map and a related property ownership list for all real property within the disclosure area, and an alignment map with a list of associated owners.

The **MDX Annual Disclosure Form** must be submitted by the Consultant on the Effective Date of the Agreement and updated every year on the same date. It is the Consultant's responsibility to obtain from MDX an updated corridor map and a property ownership list for all real property within the disclosure area, and an alignment map with a list of associated owners in order to properly complete the **MDX Annual Disclosure Form**.

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Failure by the Consultant to timely submit the **MDX Annual Disclosure Form** is a default under the Agreement and MDX, at its sole discretion, may enforce all applicable provisions under the Agreement, including and up to termination of the Agreement.

9. CONVICTED VENDORS LIST AND DEBARMENT

The Consultant represents that it is not currently on the convicted vendor list, or debarred as described in the Solicitation Documents and that it shall notify MDX immediately if, during this Agreement, it is placed on said list. The Consultant agrees that placement on said list constitutes grounds for immediate termination of this Agreement by MDX.

By execution of this Agreement, the Consultant further certifies that the information provided in the executed *Sworn Statement on Public Entity Crimes and Debarment* form(s) for both the Consultant and the Subconsultants is true and correct.

The Consultant agrees to indemnify MDX for any costs and expenses, including but not limited to reasonable audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by the Consultant in regards to this certification.

10. SCRUTINIZED COMPANIES LISTS

Pursuant to the prohibitions of section 287.135, Florida Statutes and Section 215.473, Florida Statutes, by execution and submittal of a Bid, the Consultant has certified to MDX that it is not on any of the following lists:

- Scrutinized Companies that Boycott Israel List;
- Scrutinized Companies with Activities in Sudan List;
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The Consultant further certified that:

- It is not engaged in a boycott of Israel;
- It has not been engaged in business operations in Cuba & Syria.

Alternatively, if the Consultant was unable to provide such certification, the Consultant provided to MDX a duly executed written explanation of the facts supporting the applicable exception to the requirement for certification in compliance with section 287.135, Florida Statutes.

The Consultant shall provide written notification to MDX of any changes to the certification or exception provided, as described above, immediately upon becoming aware of any such changes. MDX shall have the right to terminate for default the Contract if the Consultant is found to have submitted a false certificate or to have been placed on any of the above listed lists.

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The Consultant shall not engage any Firm to perform Services under the Contract that does not meet the requirements pursuant to this provision.

11. E-VERIFY REQUIREMENTS

U.S. law requires companies to employ only individuals who may legally work in the United States, either U.S. citizens, or foreign citizens who have the necessary authorization. Any Consultant providing services to MDX must verify the employment eligibility of employees through the U.S. Department of Homeland Security's E-Verify system. In addition, the Consultant shall verify that Subconsultants performing Services on the Agreement utilize the E-Verify system to verify the employment eligibility of employees hired by the Subconsultant during the Contract Term.

MDX will consider the employment by any Consultant or Subconsultant of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by MDX, if it is determined that the Consultant or Subconsultant knowingly employs unauthorized aliens.

12. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Consultant's indemnification obligations to MDX, and others defined in this section as "MDX Indemnified Parties," are not limited, contained or capped by the limits provided to MDX and MDX Indemnified Parties pursuant to Section 768.28, Florida Statutes or any other sovereign immunity limitations afforded by Florida or any other applicable law.

MDX Indemnified Parties are hereby defined as MDX, all of MDX's officers, agents, employees, and successors as well as the Florida Department of Transportation (FDOT) in its capacity as titleholder of portions of the MDX System, and all of FDOT's officers, agents, employees, and successors.

Pursuant to and within the limits of Section 725.08, Florida Statutes, the Consultant shall be required to indemnify the MDX Indemnified Parties from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by the Consultant, its agents, employees, or Subconsultants during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the MDX Indemnified Parties may be subject.

The Consultant's obligation to indemnify the MDX Indemnified Parties shall be triggered by MDX's notice of claim for indemnification to the Consultant. The Consultant's inability to evaluate liability or its evaluation of liability shall not excuse the Consultant's duty to indemnify within seven (7) Calendar Days after such notice by MDX given by registered mail.

Only an adjudication of judgment after the highest appeal is exhausted specifically finding MDX solely negligent shall excuse performance of this provision by the Consultant with respect to indemnification of MDX.

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The Consultant shall pay all costs and fees related to this obligation and its enforcement by MDX. MDX's failure to notify the Consultant of a claim shall not release the Consultant of the above duty to indemnify.

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Agreement.

The Consultant guarantees the payment of all just claims for the Services and other just claims against it in connection with the Agreement.

The parties agree that the Contract Amount includes consideration for the Consultant's indemnity agreements.

The Consultant shall fully comply with the *Insurance Requirements* attached hereto *as Exhibit H*.

The provisions as described in *Exhibit A, City's Agreement, Section 10, Insurance and Indemnity* is hereby deleted in its entirety.

13. FORCE MAJEURE

The failure of either MDX or the Consultant to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, flood, strikes, act of public enemies, or actions of governmental authorities outside of the control of either MDX or the Consultant (excepting compliance with applicable codes and regulations) will not be considered a breach of this Agreement. In this event, the time for the performance of the obligations under this Agreement will be extended for a period commensurate with the delay but the Consultant will receive no additional compensation.

14. TERMINATION

14.1 Termination by Mutual Agreement

This Agreement may be terminated by either Party by mutual agreement in writing.

14.2 Termination for Default

Should one Party fail to perform in accordance with the terms of this Agreement through no fault of the other, the non-breaching Party may terminate this Agreement upon a minimum of seven (7) Calendar Days written notice. In the event of termination, due to no fault of the Consultant, the Consultant shall be paid for services performed to the termination date, including reimbursements, if any.

14.3 Termination for Non-Performance

If MDX determines that the performance of the Consultant is not satisfactory, MDX shall have the option, at its sole discretion, of (a) immediately terminating this Agreement or (b) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise this Agreement shall be terminated at the end of such time. In such case, the Consultant shall be paid for Services satisfactorily performed, at the discretion of MDX, in accordance with the terms of this Agreement, except any amounts in dispute.

14.4 Termination for Convenience

The performance of Services under this Agreement may be terminated by MDX in accordance with this clause, in whole or in part, whenever MDX determines that such termination is in the best interest of MDX.

MDX shall notify the Consultant of such termination with instructions as to the effective date of the termination, which effective date shall not be less than thirty (30) Calendar Days after the date of such notification, or shall specify the stage of Services at which this Agreement is to be terminated.

Upon termination, the Consultant shall be entitled to payment for Services completed to the date of termination only. The percentage of completion shall be determined by MDX.

14.5 Termination for Insolvency

MDX reserves the right to terminate or cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment shall be made for the benefit of creditors.

14.6 No Relief of Liabilities

Notwithstanding the rights of the Parties to terminate this Agreement as described elsewhere in this Agreement, the Consultant shall not be relieved of liability to MDX for damages sustained by MDX, by virtue of any breach of the obligations, covenants, agreements, stipulations, representations or warranties of this Agreement by the Consultant and MDX may withhold any payment due to the Consultant up to the amount of damages claimed by MDX for the purpose of set-off, until such time as the exact amount of damages due to MDX is agreed upon or otherwise determined.

14.7 Termination Transition.

At the discretion of MDX, but no longer than thirty (30) Calendar Days from the effective date of termination, the Consultant shall provide reasonable cooperation in the transition of its responsibilities.

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The provisions as described in *Exhibit A, City's Agreement, Section 6 Termination* and *Summation of Insurance Requirements* are hereby deleted in their entirety.

15. CONTRACT DOCUMENTS

In the event of any conflict between this Agreement and the terms and conditions of *Exhibit A, City's Agreement*, the terms and conditions of this Agreement shall prevail.

16. REQUIRED DOCUMENTATION

The Consultant agrees it shall complete, sign as applicable and submit to MDX the following forms:

- *MDX Annual Disclosure Form*, attached hereto as *Exhibit D*.
- *Vendor's Bill of Rights and Responsibilities*, attached hereto as *Exhibit E*.
- *Sworn Statement on Public Entity Crimes and Debarment*, attached hereto as *Exhibit F*.
- *Prime & Subcontractor/Subconsultant Information Statement*, attached hereto as *Exhibit G*.

17. SOVEREIGN IMMUNITY

No provision of the Contract Documents shall be construed as a waiver of sovereign immunity by MDX.

18. CONSTRUCTION AND CAPTIONS

All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders. The captions contained in this Agreement are for the convenience of the Parties only and shall not be construed to limit or otherwise define the scope of this Agreement.

19. EXECUTION

This Agreement shall be executed by a duly authorized representative of each entity actively taking part in this Agreement, and MDX represents that it is authorized by the laws of the State of Florida to execute this Agreement.

20. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

21. WAIVER OF TRIAL BY JURY

To encourage prompt and equitable resolution of any litigation that may arise hereunder, the Consultant waives any rights it may have to a jury trial.

22. SERVICE OF PROCESS

In the event of any litigation arising out of this Agreement, the Consultant acknowledges that service of process may be made on its registered agent, as designated in the corporate records of the Florida Department of State Division of Corporations.

23. ENTIRE AGREEMENT

This Agreement embodies the whole agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either MDX or the Consultant other than contained herein. This Agreement shall inure to the benefit of, and be binding on, the Parties or any successor(s) thereto.

24. NOTICES

Notices required under this Agreement shall be e-mailed, mailed (U.S. Certified Mail), or delivered as follows, unless a party directs in writing that notices shall be provided to it at another location or to another individual:

To MDX: Jackie Buitrago, CPPB
Procurement Manager
Miami-Dade Expressway Authority
3790 N.W. 21st Street
Miami, Florida 33142
Tel: 305-637-3277 (ext. 1111)

With a copy to: Carlos M. Zaldivar, Esq.
MDX General Counsel
Miami-Dade Expressway Authority
3790 N.W. 21st Street
Miami, Florida 33142
Tel: 305-637-3277 (ext. 2210)

To Consultant: William Blend
Shareholder
MSL, P.A.
255 South Orange Avenue
Suite 600
Orlando, Florida 32801

The provisions as described in *Exhibit A, City's Agreement, Section 8, Notices* is hereby deleted in its entirety.

25. CAPITALIZED TERMS

Capitalized terms used herein, unless otherwise specifically defined in this Agreement, shall have the meanings ascribed to them in the Contract Documents.

26. SECTION HEADINGS

Any headings preceding the texts of the Sections in this Agreement and any table of contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

27. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement shall be held invalid, it is the intent of the Parties that such covenants, agreements or provisions shall be deemed severable and the remaining provisions shall remain in full force and effect.

28. ACKNOWLEDGEMENT & REPRESENTATION

The Parties to this Agreement individually represent, warrant, and agree that:

- A. They have been represented by legal counsel of their choice in connection with the Agreement;
- B. They are fully aware and clearly understand all of the terms and provisions contained in this Agreement;
- C. They have voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Agreement;
- D. They are not relying on any representation, either written or oral, express or implied, made to them by any other party other than as set forth in this Agreement; and
- E. The consideration received by them to enter into this Agreement and the settlement contemplated by this Agreement has been actual and adequate.

29. EXHIBITS

All Exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.

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- | | |
|-----------|---|
| Exhibit A | City's Agreement (inclusive of RFP and Scope of Services) |
| Exhibit B | Additional Scope of Services |
| Exhibit C | Method of Compensation |
| Exhibit D | MDX Annual Disclosure Form |
| Exhibit E | Vendor's Bill of Rights and Responsibilities |
| Exhibit F | Sworn Statement on Public Entity Crimes and Debarment |
| Exhibit G | Prime & Subcontractor/Subconsultant Information Statement |
| Exhibit H | Insurance Requirements |
| Exhibit I | MDX Procurement Policy* |
| Exhibit J | Code of Ethics* |

* Available on the MDX website at:
<https://www.mdxway.com/business/procurement-documents>

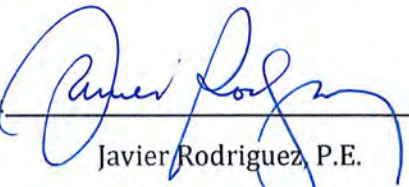
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

MIAMI-DADE EXPRESSWAY AUTHORITY

MSL, P.A.

By: 

Javier Rodriguez, P.E.
Executive Director

By: 

Signature of Authorized Officer

William Blend

Print Name of Authorized Officer

Shareholder

Title of Authorized Officer

{Corporate Seal}

