

TO: The Honorable Ben Albritton, President of the Florida Senate
The Honorable Daniel Perez, Speaker of the Florida House of Representatives
Melanie Griffin, Secretary, Dept. of Business & Professional Regulation
James Gonzalez, Public Member, Chair, FBPE
Brock Shrader, P.E., Vice Chair, FBPE
Dylan Albergo, P.E., FBPE
Christopher Dawson, Public Member, FBPE
Christopher Forehand, P.E., FBPE
Jeb Mulock, P.E., FBPE
Yassi Myers, P.E., FBPE
John Pistorino, P.E., S.I., FBPE
Denise Ramsey, P.E., FBPE
Pankaj (PJ) Shah, P.E., FBPE
Richard Temple, P.E., S.I., FBPE

FROM: Zana Raybon, President
Florida Engineers Management Corporation

DATE: September 10, 2026

RE: Transmittal of Annual Report

In accordance with Section 471.038(3)(m), Florida Statutes, enclosed is the 2025-2026 Annual Report of the Florida Engineers Management Corporation.

cc: w/attachment

Mark Tumeo, P.E., Ph. D, Chair, FEMC
Michael Lessne, Public Member, Vice Chair, FEMC
Safiya Brea, P.E., FEMC
Edward Gonzalez, P.E., FEMC
Satya Lory, P.E., FEMC
Art Nordlinger, P.E., FEMC
David Mica, Public Member, FEMC

Florida Engineers Management Corporation Board Members

DR. MARK A. TUMEO, PE
CHAIR
2/17/21-2/16/29

SAFIYA BREA, PE
11/1/18-10/31/26

SATYA LORY, PE
11/1/18-10/31/26

ART NORDLINGER, PE
11/1/18-10/31/26

MICHAEL LESSNE
VICE CHAIR
2/16/24-2/15/28

EDWARD GONZALEZ, PE
12/7/23-12/7/27

DAVID MICA
3/12/25-3/11/29

ZANA RAYBON
FEMC President

FLORIDA ENGINEERS
MANAGEMENT CORPORATION

2026 ANNUAL REPORT



Florida Engineers Management Corporation

(850) 521-0500 | fbpe.org

2025-2026 Annual Report
Florida Engineers Management Corporation

Introduction

Section 471.038, Florida Statutes, adopted by the legislature in 1997 as H433, created the Florida Engineers Management Corporation (FEMC) for the purpose of providing administrative, investigative, and prosecutorial services to the Florida Board of Professional Engineers (FBPE) by contract with the Department of Business and Professional Regulation (DBPR). Section 471.038(3)(m), Florida Statutes, requires the Corporation to submit to the Secretary of the Department of Business & Professional Regulation, the Florida Board of Professional Engineers, and the Florida Legislature, on or before October 1 of each year, a report on the status of the corporation, including but not limited to, information concerning the programs and funds that have been transferred to the Corporation. That same section also requires certain specific information regarding licenses and complaints handled by the Corporation. The following is the text of that report.

Between July 1, 2025, and June 30, 2026, FEMC has performed the following:

- Administered 22 meetings of the FBPE and FBPE committees;
- Published four newsletters that were distributed to an average of 54,000 engineering licensees, engineering interns, and others.
- The FBPE.org website had 660,000 page views during FY25-26 (a non-renewal period), compared to 1.2-million page views during FY24-25 (a renewal period) and 820,000 in FY23-24 (a non-renewal period).
- Conducted nine outreach presentations at five Florida universities in FY25-26, reaching over 2,600 engineering students, interns, and professionals. Of those, five were in-person presentations, three were virtual, and one was pre-recorded. In addition to the universities, staff gave a presentation to the Florida Engineering Society/American Council of Engineering Companies-Florida annual conference's student track.
- Published posts to social media (Facebook and LinkedIn), with topics ranging from PE licensure and licensure renewal in Florida to promoting STEM.
- Renewed 744 licenses for professional engineers;
- Issued 22 Certifications of Special Inspectors of threshold-type buildings;

Florida Engineers Management Corporation Board Members

DR. MARK A. TUMEO, PE
CHAIR
2/17/21-2/16/29

SAFIYA BREA, PE
11/1/18-10/31/26

SATYA LORY, PE
11/1/18-10/31/26

ART NORDLINGER, PE
11/1/18-10/31/26

MICHAEL LESSNE
VICE CHAIR
2/16/24-2/15/28

EDWARD GONZALEZ, PE
12/7/23-12/7/27

DAVID MICA
3/12/25-3/11/29

ZANA RAYBON
FEMC President

- Received 4,502 applications for licensure;
- Approved 4,202 applications for licensure;
- Denied 108 applications for licensure;
- 65.78 days average time to issue a license;
- For NCEES CBT Principles and Practice examinations from July 1, 2025, through June 30, 2026, 1,331 passed the examination, and 1,212 failed the examination. **
- For the CBT Fundamentals of Engineering examinations from July 1, 2025, through June 30, 2026, 1,978 passed the examination, and 1,987 failed the examination. ***

*** FEMC allows for direct exam registration with NCEES, so applicants do not need to register with FEMC. Due to an October 2019 statute change allowing for early examination, an applicant may register with NCEES without prior Board-approval. FEMC has no way of knowing when the applicant schedules to take the exam. The applicant has 12 months to take the exam anywhere in the US. The applicant still must meet our licensure requirements in order for a license to be issued. NCEES has transitioned all Principles and Practice (PE) Examinations to Computer-Based Testing (CBT). NCEES has contracted with a third-party vendor to administer the exam. Some exams will be offered year-round in the same manner as the Fundamentals Examination. Some exams will be offered only one day a year.*

**** In January 2014, NCEES moved to Computer-Based Testing for the Fundamentals Examination. NCEES has contracted with a third-party vendor to administer the exam. FEMC allows for direct exam registration with NCEES, so applicants do not need to register with FEMC. The applicant has 12 months to take the exam anywhere in the U.S. FEMC is only notified of who passes and who fails the examination.*

In support of the FBPE's effort to enforce the engineer licensing law, FEMC accomplished the following:

- Processed 217 complaints regarding engineering practice, of which 110 were found to be legally sufficient;
- Filed 27 Administrative Complaints in cases where the Probable Cause Panel found probable cause to believe a violation of the Engineering Practice Act had occurred:
- Filed 23– Final Orders Filed with DBPR
- Case resolved at DOAH- 0
- Dismissed by Probable Cause Panel after re-consideration - 2
- Issued 3 Reprimands;
- Issued 2 Suspensions;
- Issued 1 Probations;
- Issued 3 Project Reviews;
- Issued 3 License Restrictions;
- Required 9 engineers to successfully complete a course in Engineering Professionalism and Ethics;

- Required 8 engineers to successfully complete the Board's Study Guide on Laws and Rules;
- Imposed \$37,989.90 in Administrative Costs;
- Imposed \$55,133.45 in Administrative Fines;
- Received 3 Voluntarily Relinquishment;
- Received 0 Voluntarily Inactivation;
- Licenses Revoked 1;
- Dismissed 0 case at Board Meetings;
- Dismissed 46 cases with a finding of no probable cause;
- Dismissed 33 with letter of guidance to engineers;
- FBPE issued 14 Final Orders against Professional Engineers

Statutory Requirements:

In response to various requirements of Section 471.038, Florida Statutes, the following attachments are provided:

- Section 471.038, Florida Statutes
This is the enacting legislation for the Florida Engineers Management Corporation and sets forth the requirements of FEMC.
- Board Members and Organizations of the Corporation
Attached is a copy of the Board's website home page, created by FEMC at fbpe.org, to provide important news and information to the public and licensees. In addition to the names of the members of the Florida Board of Professional Engineers, the FEMC corporate directors, and its staff, the website also provides the most recent engineering rules and laws, links by search function to DBPR's current listing of registrants and qualified engineering businesses, information on how to file a complaint, most frequently asked questions, current applications for licensure, newsletters published by the Board, Board meeting agendas and minutes, Board calendar for the year, and information on continuing education.
- Contract
Section 471.038(3)(j), Florida Statutes, requires that FEMC operate on an annual contract between DBPR and FEMC. Attached is a copy of the contract which is entitled "Agreement Between Florida Engineers Management Corporation and Department of Business and Professional Regulation."

- Charter and By-Laws
Section 471.038(3), F.S., requires approval of the Corporation's articles of incorporation and bylaws by the Department and FBPE.
- Annual Budget
Section 471.038(3)(j)1., F.S., requires submission of an annual budget that has been approved by the FBPE and the DBPR. Attached please find a copy of the approved budget for the fiscal year 2025-2026.
- Annual Certification
Section 471.038(3)(j)2., F.S., requires that FEMC be certified by the FBPE and the DBPR that it is complying with the terms of the contract and in a manner consistent with the goals and purposes of the Board and the best interest of the State. A copy of that Certification is attached.
- Annual Financial and Compliance Audit
Section 471.038(3)(k), F.S., requires an annual financial and compliance audit of financial accounts and records by an independent certified public accountant. The audit for the period of July 1, 2025, through June 30, 2026, is attached.

For additional information concerning the Florida Engineers Management Corporation, please contact Zana Raybon, President, by telephone at 850-521-0500, or by email at zraybon@fbpe.org.

SECTION 471.038
FLORIDA STATUTES

2026 ANNUAL REPORT

Select Year: 2026 ▼ Go

The 2026 Florida Statutes

[Title XXXII](#)
REGULATION OF PROFESSIONS AND OCCUPATIONS

[Chapter 471](#)
ENGINEERING

[View Entire Chapter](#)

471.038 Florida Engineers Management Corporation.—

(1) This section may be cited as the “Florida Engineers Management Corporation Act.”

(2) The purpose of this section is to create a public-private partnership by providing that a single nonprofit corporation be established to provide administrative, investigative, and prosecutorial services to the board and that no additional nonprofit corporation be created for these purposes.

(3) The Florida Engineers Management Corporation is created to provide administrative, investigative, and prosecutorial services to the board in accordance with the provisions of chapter 455 and this chapter. The management corporation may hire staff as necessary to carry out its functions. Such staff are not public employees for the purposes of chapter 110 or chapter 112, except that the board of directors and the staff are subject to the provisions of s. [112.061](#). The provisions of s. [768.28](#) apply to the management corporation, which is deemed to be a corporation primarily acting as an instrumentality of the state, but which is not an agency within the meaning of s. [20.03](#)(1). The management corporation shall:

- (a) Be a Florida corporation not for profit, incorporated under the provisions of chapter 617.
- (b) Provide administrative, investigative, and prosecutorial services to the board in accordance with the provisions of chapter 455, this chapter, and the contract required by this section.
- (c) Receive, hold, and administer property and make only prudent expenditures directly related to the responsibilities of the board, and in accordance with the contract required by this section.
- (d) Be approved by the board, and the department, to operate for the benefit of the board and in the best interest of the state.
- (e) Operate under a fiscal year that begins on July 1 of each year and ends on June 30 of the following year.
- (f) Have a seven-member board of directors, five of whom are to be appointed by the board and must be registrants regulated by the board and two of whom are to be appointed by the secretary and must be laypersons not regulated by the board. All appointments shall be for 4-year terms. No member shall serve more than two consecutive terms. Failure to attend three consecutive meetings shall be deemed a resignation from the board, and the vacancy shall be filled by a new appointment.
- (g) Select its officers in accordance with its bylaws. The members of the board of directors who were appointed by the board may be removed by the board.
- (h) Select the president of the management corporation, who shall also serve as executive director to the board, subject to approval of the board.
- (i) Use a portion of the interest derived from the management corporation account to offset the costs associated with the use of credit cards for payment of fees by applicants or licensees.
- (j) Operate under a written contract with the department which is approved by the board. The contract must provide for, but is not limited to:
 - 1. Submission by the management corporation of an annual budget that complies with board rules for approval by the board and the department.
 - 2. Annual certification by the board and the department that the management corporation is complying with the terms of the contract in a manner consistent with the goals and purposes of the board and in the best interest

of the state. This certification must be reported in the board's minutes. The contract must also provide for methods and mechanisms to resolve any situation in which the certification process determines noncompliance.

3. Funding of the management corporation through appropriations allocated to the regulation of professional engineers from the Professional Regulation Trust Fund.

4. The reversion to the board, or the state if the board ceases to exist, of moneys, records, data, and property held in trust by the management corporation for the benefit of the board, if the management corporation is no longer approved to operate for the board or the board ceases to exist. All records and data in a computerized database shall be returned to the department in a form that is compatible with the computerized database of the department.

5. The securing and maintaining by the management corporation, during the term of the contract and for all acts performed during the term of the contract, of all liability insurance coverages in an amount to be approved by the board to defend, indemnify, and hold harmless the management corporation and its officers and employees, the department and its employees, and the state against all claims arising from state and federal laws. Such insurance coverage must be with insurers qualified and doing business in the state. The management corporation must provide proof of insurance to the department. The department and its employees and the state are exempt from and are not liable for any sum of money which represents a deductible, which sums shall be the sole responsibility of the management corporation. Violation of this subparagraph shall be grounds for terminating the contract.

6. Payment by the management corporation, out of its allocated budget, to the department of all costs of representation by the board counsel, including salary and benefits, travel, and any other compensation traditionally paid by the department to other board counsel.

7. Payment by the management corporation, out of its allocated budget, to the department of all costs incurred by the management corporation or the board for the Division of Administrative Hearings of the Department of Management Services and any other cost for utilization of these state services.

8. Payment by the management corporation, out of its allocated budget, to the department of reasonable costs associated with the contract monitor.

(k) Provide for an annual financial audit of its financial accounts and records by an independent certified public accountant. The annual audit report shall include a management letter in accordance with s. 11.45 and a detailed supplemental schedule of expenditures for each expenditure category. The annual audit report must be submitted to the board, the department, and the Auditor General for review.

(l) Provide for persons not employed by the corporation who are charged with the responsibility of receiving and depositing fee and fine revenues to have a faithful performance bond in such an amount and according to such terms as shall be determined in the contract.

(m) Submit to the secretary, the board, and the Legislature, on or before October 1 of each year, a report on the status of the corporation which includes, but is not limited to, information concerning the programs and funds that have been transferred to the corporation. The report must include: the number of license applications received; the number approved and denied and the number of licenses issued; the number of examinations administered and the number of applicants who passed or failed the examination; the number of complaints received; the number determined to be legally sufficient; the number dismissed; the number determined to have probable cause; the number of administrative complaints issued and the status of the complaints; and the number and nature of disciplinary actions taken by the board.

(n) Develop and submit to the department, performance standards and measurable outcomes for the board to adopt by rule in order to facilitate efficient and cost-effective regulation.

(4) The management corporation may not exercise any authority specifically assigned to the board under chapter 455 or this chapter, including determining probable cause to pursue disciplinary action against a licensee, taking final action on license applications or in disciplinary cases, or adopting administrative rules under chapter 120.

(5) Notwithstanding ss. 455.228 and 455.2281, the duties and authority of the department to receive complaints and to investigate and deter the unlicensed practice of engineering are delegated to the board. The board may use

funds of the Board of Professional Engineers in the unlicensed activity account established under s. [455.2281](#) to perform the duties relating to unlicensed activity.

(6) The department shall retain the independent authority to open or investigate any cases or complaints, as necessary to protect the public health, safety, or welfare. In addition, the department may request that the management corporation prosecute such cases and shall retain sole authority to issue emergency suspension or restriction orders pursuant to s. [120.60](#).

(7) Management corporation records are public records subject to the provisions of s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution; however, public records exemptions set forth in ss. [455.217](#) and [455.229](#) for records created or maintained by the department shall apply to records created or maintained by the management corporation. In addition, all meetings of the board of directors are open to the public in accordance with s. [286.011](#) and s. 24(b), Art. I of the State Constitution. The exemptions set forth in s. [455.225](#), relating to complaints and information obtained pursuant to an investigation by the department, shall apply to such records created or obtained by the management corporation only until an investigation ceases to be active. For the purposes of this subsection, an investigation is considered active so long as the management corporation or any law enforcement or administrative agency is proceeding with reasonable dispatch and has a reasonable, good faith belief that it may lead to the filing of administrative, civil, or criminal proceedings. An investigation ceases to be active when the case is dismissed prior to a finding of probable cause and the board has not exercised its option to pursue the case or 10 days after the board makes a determination regarding probable cause. All information, records, and transcriptions regarding a complaint that has been determined to be legally sufficient to state a claim within the jurisdiction of the board become available to the public when the investigation ceases to be active, except information that is otherwise confidential or exempt from s. [119.07\(1\)](#). However, in response to an inquiry about the licensure status of an individual, the management corporation shall disclose the existence of an active investigation if the nature of the violation under investigation involves the potential for substantial physical or financial harm to the public. The board shall designate by rule those violations that involve the potential for substantial physical or financial harm. The department and the board shall have access to all records of the management corporation, as necessary to exercise their authority to approve and supervise the contract.

(8) The management corporation is the sole source and depository for the records of the board, including all historical information and records. The management corporation shall maintain those records in accordance with the guidelines of the Department of State and shall not destroy any records prior to the limits imposed by the Department of State.

(9) The board shall provide by rule for the procedures the management corporation must follow to ensure that all licensure examinations are secure while under the responsibility of the management corporation and that there is an appropriate level of monitoring during the licensure examinations.

History.—ss. 2, 5, ch. 97-312; s. 112, ch. 98-166; s. 173, ch. 2000-160; ss. 1, 2, ch. 2000-372; s. 121, ch. 2001-266; s. 5, ch. 2003-293; s. 104, ch. 2023-8.

TOOLS & RESOURCES

2026 ANNUAL REPORT

LEGAL ▾

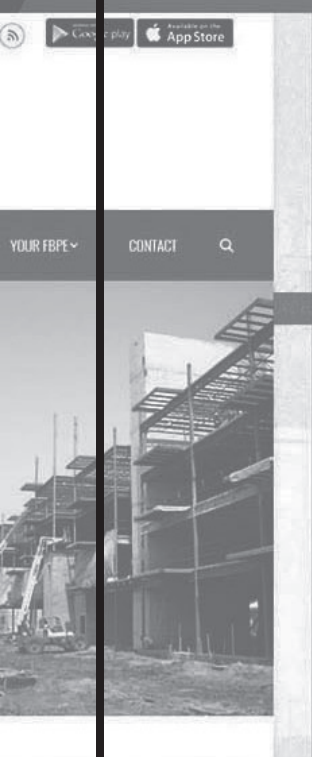
MEETINGS & INFO ▾

CONTINUING EDUCATION ▾

CORPORATE ▾

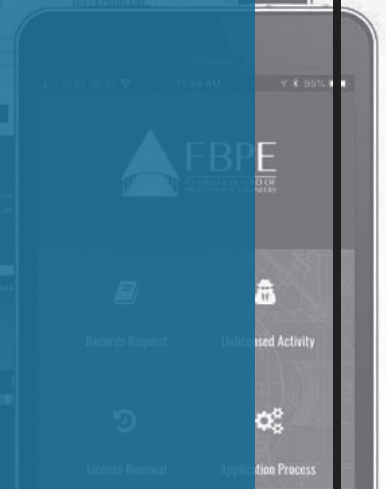
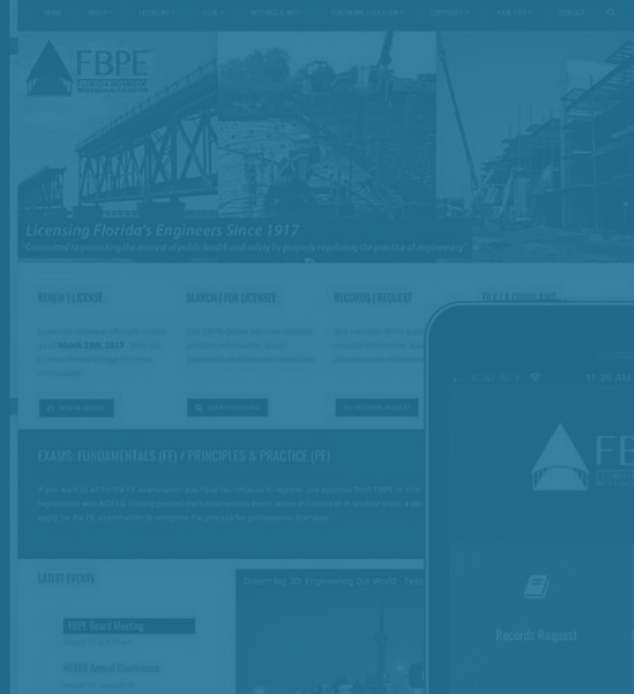
YOUR FBPE ▾

CONTACT



regulating the practice of engineering

RECORDS | REQUEST



FEMC
Florida Engineers Management Corporation



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

*Committed to protecting the interest
of public health and safety by properly
regulating the practice of engineering*



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CONTINUING EDUCATION



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[RENEW LICENSE](#)

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[REPORT CE COURSES](#)

SEARCH | FOR LICENSEE

MyFloridaLicense.com provides information about applicants and licensed individuals.

[SEARCH FOR LICENSEE](#)

RECORDS | REQUEST

Anyone may request information about disciplinary or enforcement actions.

[RECORDS REQUEST](#)

FILE | A COMPLAINT

Complaints are filed with FBPE from many sources, including any member of the public.

[FILE A COMPLAINT](#)

EXAMS: FUNDAMENTALS (FE) / PRINCIPLES & PRACTICE (PE)

There are two exams on the path to licensure as a Professional Engineer in Florida: the Fundamentals of Engineering and the Principles & Practice of Engineering. The FE exam covers subjects taken while earning a degree, while the PE exam goes beyond testing academic knowledge and includes expertise gained in the practice of engineering.

[FE EXAM DETAILS](#)

[PE EXAM DETAILS](#)

LATEST EVENTS

- AUG 9:00 am - 5:00 pm
13 FEMC Finance Committee Meeting (via zoom)
- AUG 10:00 am - 11:30 am
25 FEMC Board Meeting (via zoom)
- SEP 9:00 am - 10:30 am
2 FEMC Board Operations Committee Meeting (via zoom)
- SEP 1:00 pm - 4:00 pm
8 September 2026 FBPE Evaluation of Damaged Structures Committee Meeting (via zoom)
- SEP 8:30 am - 11:00 am
9 FBPE Probable Cause Panel Meeting (via zoom)
- SEP 1:00 pm - 3:00 pm
9 FBPE Board Meeting (via zoom)

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The Florida Board of Professional Engineers wishes you a safe, happy Independence Day! Our office will be closed Thursday, Friday, and Monday, July 2, 3, & 6, 2026, to celebrate the nation's 250th birthday. Regular business hours will resume on Tuesday, July 7, 2026.



FBPE ORG
FBPE Office Closed for Independence...
The Florida Board of Professional Engineer...

1 Comment Share

Florida Board of Professional Engineers

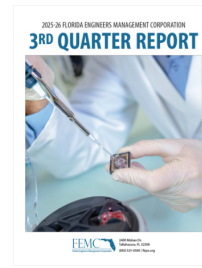


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ADDRESS

Florida Board of Professional Engineers
2400 Mahan Dr.
Tallahassee, FL 32308

FBPE HOURS & CONTACTS

Hours: 7:30 a.m. - 4:30 p.m. Monday-Friday
Email: board@fbpe.org
Phone: (850) 521-3500

FEMC/DBPR
ANNUAL AGREEMENT

2026 ANNUAL REPORT

**AMENDMENT 1
RENEWAL AND AMENDMENT TO CONTRACT
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
AND
FLORIDA ENGINEERS MANAGEMENT CORPORATION**

This Contract Amendment Number 1 to Contract Number 21-00001 ("Contract") is made between the State of Florida, Department of Business & Professional Regulation ("Department") and Florida Engineers Management Corporation ("FEMC"), collectively referred to herein as the "Parties".

WHEREAS, on July 1, 2021, the Department and FEMC entered into a contract for the provision of administrative, investigative, and prosecutorial services for the Florida Board of Professional Engineers (FBPE) in accordance with the provisions of Chapters 455 and 471, Florida Statutes.

WHEREAS, the Contract is scheduled to terminate on June 30, 2025.

WHEREAS, Paragraph 4 of the Contract provides that the Contract may be renewed for a period not to exceed the original term of the Contract;

WHEREAS, Paragraph 36 (Modifications) of the Contract provides that modifications to the existing contract are valid only when they are reduced to a written amendment duly signed by both parties; and,

WHEREAS, the Parties wish to amend and replace Attachment 1, Scope of Work of the Contract as set forth herein.

THEREFORE, and in consideration of the mutual promises contained in the Contract, the parties agree to the following:

I. Contract Amendment.

- a. The herein amended and restated contract shall replace the original contract in its entirety. The Parties agree to abide by the terms and conditions of the amended and restated contract and attachments thereto.
- b. Contract Attachment 1, Scope of Work, is hereby deleted and replaced in its entirety with the attached Attachment 1, Scope of Work, which is incorporated into the Contract herein.

II. Contract Renewal.

- a. The Contract is renewed for a period of four years pursuant to the same terms and conditions of the original contract and any executed written amendments, including the amendments herein, with a Contract expiration date of June 30, 2029.
- b. FEMC's maximum payment under the contract totals \$9,483,500.00, which shall consist of an annual not to exceed total of \$2,270,000.00 and an annual reimbursement of allowable expenditures totaling \$100,875.00, as provided within the terms and conditions of the Contract. All payments during the renewal period are contingent upon annual

appropriation by the Florida Legislature. Total funding for the contract period shall not exceed \$9,483,500.00.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the original contract, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the contract shall remain in effect.

IN WITNESS HEREOF, by signature below, both parties agree to abide by the terms, conditions, and provisions of the original Contract document as amended, that is hereby effective on July 1, 2025, or on the date the last party signs this Amendment, whichever is later.

FLORIDA ENGINEERS MANAGEMENT CORPORATION	DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
SIGNED: 	SIGNED: 
SAFIYA BREA, P.E.	MELANIE S. GRIFFIN
BOARD CHAIR	SECRETARY
DATE: 6/24/2025	DATE: 6/27/25

FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CORE CONTRACT

THIS CONTRACT is entered into between the Florida Department of Business and Professional Regulation, hereinafter referred to as the "Department" and Florida Engineers Management Corporation (FEMC), hereinafter referred to as the "Contractor". The Department and Contractor agree as follows:

1. **Purpose.** The Department is engaging the Contractor for the purpose of administrative, investigative, and prosecutorial services to the Florida Board of Professional Engineers (FBPE) in accordance with the provisions of Chapters 455 and 471, Florida Statutes, as further described in Attachment I hereto. The Contractor shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the Department's contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department.
2. **Effective and Ending Dates.** This contract shall begin on July 1, 2025, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Standard Time, on June 30, 2029.
3. **Extension.** Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be extended in writing for a period not to exceed six (6) months from the contract end date and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by both parties. There may be only one extension of the contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.
4. **Renewal.** Subsection 287.057(14), F.S., provides that contracts for commodities or contractual services may be renewed for a period of up to three (3) years, or for a period no longer than the term of the original contract, whichever period is longer, subject to the availability of funds and satisfactory performance evaluations by the Department. Renewals are at the discretion of the Department. This contract [SELECT ONE]: ☒ may not be renewed.; ☐ may be renewed for a period not to exceed one (1) year.; ☐ may be renewed for a period not to exceed two (2) years.; ☐ may be renewed for a period not to exceed three (3) years.; ☐ may be renewed for a period not to exceed the original term of this contract. Contract renewals are subject to the same terms and conditions of the original contract and any subsequent written amendments that have been signed by both parties.
5. **Payment for Services.** The Department shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$9,483,500.00 or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Contractor. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
6. **Contract Document.** The Contractor shall provide services in accordance with the terms and conditions specified in this contract including its attachments, 1 through 12 and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract by reference. Sections 1.d., 2-4, 6, 8-13, 19, 22, 23, 27, 31, and 35 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
7. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this contract, the Contractor shall without exception comply with State and Federal laws, rules and regulations relating to its performance under this contract, including but not limited to those described in Section 36 of this contract.
8. **Inspections and Corrective Action.** The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Contractor a written report of its findings, and may direct the development, by the Contractor, of a corrective action plan where appropriate. The Contractor hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Department's termination rights under Section 32.
9. **Independent Contractor, Subcontracting and Assignments.**
 - a. In performing its obligations under this contract, the Contractor shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Contractor is a state agency. Neither the Contractor nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
 - b. The Contractor shall take such actions as may be necessary to ensure that it and each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.
 - c. The Contractor shall not assign the responsibility for this contract to another party without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. However, in no event may the Contractor assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Contractor's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Contractor shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld.
 - d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida or to a contractor of the Department's selection, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor's obligations, the Contractor remains responsible for all work

performed and all expenses incurred in connection with this contract. This contract shall remain binding upon the lawful successors in interest of the Contractor and the Department.

e. To the extent permitted by Florida Law, and in compliance with Section 9.c., the Contractor is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Contractor or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.

f. The Contractor shall include in all subcontracts (at any tier) the substance of all clauses contained in this Core Contract that mention or describe subcontract compliance.

g. To the extent that a subcontract provides for payment after Contractor's receipt of payment from the Department, the Contractor shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Contractor and paid by the Contractor to the subcontractor in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

10. Provider Liability and Indemnity. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, claims and costs of every name and description, including attorneys' fees:

a. Arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors in relation to this contract; provided, however, that this indemnity shall not include that portion of any loss or damages proximately caused by the negligent act or omission of the Department. This indemnity specifically precludes compensation of the Contractor for any obligations of any kind to any person, paid or unpaid, incurred as a result of a culpable act or omission of the Contractor, its agents, employees or subcontractors.

b. Arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right associated with a service or product of the Contractor; provided, however, that the foregoing obligation shall not apply to Department's misuse or modification of Contractor's products or a Department's operation or use of Contractor's products in a manner not contemplated by this contract. If any product is the subject of an infringement suit or claim or in the Contractor's opinion is likely to become the subject of such a suit or claim, the Contractor may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall, without limiting the Department's remedies at law or in equity for breach or nonperformance, remove the product and provide a fully-licensed replacement to the Department's satisfaction. The Department shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this contract or delivered to the Department for the use of the Department, its employees, agents or contractors.

c. Arising from or relating to Contractor's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Contractor's redaction of the record, as provided for under Section 30.b. including litigation initiated by the Department.

The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Contractor from performance under this provision, in which case the Department shall have no obligation to reimburse the Contractor for the cost of its defense. If the Contractor is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

11. Insurance. The Contractor shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. Upon the execution of this contract, the Contractor shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

12. Notice of Legal Actions. The Contractor shall notify the Department of legal actions taken against it (and of potential legal actions that Contractor anticipates will be taken against it) that relate to services provided through this contract, or that may impact the Contractor's ability to deliver the contractual services, or that may otherwise adversely impact the Department. The Contractor shall notify the Department's contract manager within 10 days after the Contractor becomes aware of such action.

13. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. The Department, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages shall be asserted against the Department. The Contractor shall not be entitled to an increase in the contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of this contract to the Department or the State, in which case, the Department may do any or all of the following: (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this contract quantity; or (3) terminate this contract in whole or in part.

14. Intellectual Property. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Contractor's performance under this contract, and the performance of all of its

officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Contractor nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Contractor is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

a. If the Contractor uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Contractor during the term of this contract and use by the Department its employees, agents or contractors during the term of this contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

15. **Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Contractor agrees that, if it disposes of the property before the Department's interest is vacated, the Contractor will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

16. **Publicity.** Without limitation, the Contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Contractor's prospective customers.

17. **Sponsorship.** As required by section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Contractor's name) and the State of Florida, Department of Business and Professional Regulation". If the sponsorship reference is in written material, the words "State of Florida, Department of Business and Professional Regulation" shall appear in at least the same size letters or type as the name of the organization.

18. **Employee Gifts.** The Contractor agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive this contract for a period of two (2) years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Contractor's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Contractor's name on the suspended vendors list for an appropriate period. The Contractor will ensure that its subcontractors, if any, comply with these provisions.

19. **Official Payee and Party Representatives**

a. The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Name: FEMC

Address: 2400 Mahan Drive

City: Tallahassee State: FL Zip Code:32308

Phone: 850-521-0500

ext.: 122

e-mail: ZRAYBON@FBPE.ORG

b. The name of the contact person and address, telephone, and e-mail address where the Contractor's financial and administrative records are maintained is:

Name: Zana Raybon

Address: 2400 Mahan Drive

City: Tallahassee State: FL Zip Code:32308

Phone: 850-521-0500

ext.: 122

e-mail: ZRAYBON@FBPE.ORG

c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:

Name: Aimee Odom

Address: 2601 Blair Stone Rd.

City: Tallahassee State: FL Zip Code: 32399

Phone: 850-717-1394

ext.:

e-mail: Aimee.Odom@myfloridalicense.com

d. The name, address, telephone number and e-mail of the representative of the Contractor responsible for administration of the program under this contract is:

Name: Zana Raybon

Address: 2400 Mahan Drive

City: Tallahassee State: FL Zip Code:32308

Phone: 850-521-0500

ext.: 122

e-mail: ZRAYBON@FBPE.ORG

Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

20. **Invoices.** The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Contractor shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract.

21. **Final Invoice.** The final invoice for payment shall be submitted to the Department no more than **30** days after the contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period.

Any payment due under the terms of this contract may be withheld until all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Department.

22. Electronic Funds Transfer. The Contractor agrees to enroll in Electronic Funds Transfer (EFT) offered by the State's Chief Financial Officer within thirty (30) days of the date of execution of this contract. Copies of the State of Florida Direct Deposit Payment Authorization Form (DFS-A1-26E) can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Forms/default.htm>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made via EFT.

23. Financial Consequences. If the Contractor fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until the deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, termination of contract per Section 32, and requisition of services from an alternate source. Any payment made in reliance on the Contractor's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 25, to the extent of such error.

24. Vendors on Scrutinized Companies Lists. If this contract is in the amount of \$1 million or more, in executing this contract, the Contractor certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it is not engaged in business operations in Cuba or Syria. In executing this contract in any amount, the Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.473(2)(a), F.S., and certifies it is not engaged in a boycott of Israel pursuant to Section 287.135(5), F.S.

- a. Pursuant to subsection 287.135(3)(a)4., F.S., if this contract is in the amount of \$1 million or more, the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- b. Pursuant to subsection 287.135(3)(b), F.S., in executing this contract in any amount with agencies or local governmental entities for goods and services, the Department may immediately terminate this contract for cause if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- c. Pursuant to subsection 287.135(5), F.S., if the Department determines that the Contractor has submitted a false certification, the Department will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 days of receipt of the notice, that the Department's determination of false certification was made in error, the Department shall bring a civil action against the Contractor. If the Department's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this contract shall be imposed on the Contractor, and the Contractor shall be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of the Department's determination of false certification by the Contractor.
- d. Pursuant to subsection 287.135(7), F.S., the preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods and services applies to contracts of \$1 million dollars or more with a company engaged in scrutinized business operations; and contracts of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- e. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibitions identified herein, this provision shall be null and void.

25. Overpayments. The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Contractor by the Department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department's contract manager, on behalf of the Department, will notify the Contractor by letter of such findings. Should repayment not be made forthwith, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Contractor discovery. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right to offset or deduct from any amount due under this contract at any time any amount due to the Department from the Contractor under any other contract or agreement.

26. Payment on Invoices. Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Financial penalties will be calculated at the daily interest rate of .033333%. Invoices returned to a Contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Contractor requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

27. MyFloridaMarketPlace Transaction Fee.

- a. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, **which may subject the vendor to being suspended from business with the State of Florida.** Pursuant to Rule 60A-1.031(3), the terms of this Section 27(a) apply unless the transaction is exempt from the Transaction Fee as provided in Rule 60A-1.031, F.A.C.
- b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall be automatically deducted from payments to the Contractor. By submission of the reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

28. **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

29. **Records, Retention, Audits, Inspections and Investigations.**

- a. Pursuant to s. 20.055(5), F.S., every state officer, employee, agency, special district, board, commission, contractor, and subcontractor shall cooperate with the Inspector General's office in any investigation, audit, inspection, review, or hearing pursuant to this section.
- b. The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
- c. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Contractor during the term of this contract and retained for a period of five (5) years after completion of the contract or longer when required by law. In the event an audit is required under this contract, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.
- d. Upon demand, at no additional cost to the Department, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period in Section 29.c.
- e. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- f. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and State auditors shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents, regardless of the form in which kept.
- g. No record may be withheld nor may the Contractor attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature.
- h. **Contracts Funded with Federal or State Assistance, Contractor Requirements:**
 1. The Contractor shall provide a financial and compliance audit to the Department as specified in Attachment 4 (Financial and Compliance Audit Form) and ensure that all related party transactions are disclosed to the auditor.
 2. Include the aforementioned audit and record keeping requirements, as well as the requirements of s. 215.97, F.S., in all approved subcontracts and assignments.
 3. If this contract indicates that the Contractor is a recipient or subrecipient, the Contractor shall comply with the requirements of s. 215.97, F.S., and perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:

- i. **Documentation.** To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures.

Contractor must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

- 1) In compliance with laws, rules and regulations applicable to expenditures of State funds including, but not limited to, the Reference Guide for State Expenditures;
- 2) Reasonable; and
- 3) Necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

[The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.]

- ii. **Financial Report.** The Contractor shall submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

- iii. Pursuant to s. 215.971, F.S., the Contractor shall administer state financial assistance received as follows:

- 1) Expend funds only for allowable costs resulting from obligations incurred during the specified agreement period;
 - 2) Any balance of unobligated funds which has been advanced or paid to the Contractor shall be refunded to the Department; and
 - 3) Funds paid by the Department in excess of the amount to which the Contractor is entitled under the terms and conditions of this contract shall be refunded to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

30. **Public Records.** The Contractor shall allow Department access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) and subsection 119.0701(3), F.S., made or received by the Contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute a breach of contract for which the Department may unilaterally and immediately terminate this contract, and may result in a civil action being filed against the Contractor pursuant to subsection 119.0701(4), F.S.

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by the Contractor of trade secret (proprietary) confidentiality for any information contained in the Contractor's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 30.b.

- b. The Contractor must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling shall include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Contractor shall include information correlating the nature of the claims to the particular protected information.

c. The Department, when required to comply with a public records request including documents submitted by the Contractor, may require the Contractor to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 30.b. Accompanying the submission shall be an updated version of the justification under Section 30.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Contractor fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

d. The Contractor shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

e. Subsection 215.985(14), F.S., requires the State's Chief Financial Officer to provide public access to a State contract management system. As a result the Department of Financial Services (DFS) developed a web-based system called the "Florida Accountability Contract Tracking System" (FACTS) that provides information and documentation about State government contracts to the public. A copy of this contract and any amendments, renewals, and extensions thereof will be posted in FACTS. The Contractor shall notify the Department in writing if it intends to defend the confidentiality of such public records through the completion of Attachment 3, "Affidavit – Notice of Trade Secret", to be submitted to the Department at the time of signature of this contract by the Contractor. If not filed within such time, the Contractor is deemed to have released the Department from liability for disclosure of the applicable public records.

f. The Contractor shall comply with the following requirements of section 119.0701, F.S.:

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

g. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at:

DBPR Public Records Coordinator
2601 Blair Stone Road
Tallahassee, FL. 32399-1040
Telephone: 850-717-1185
Email: legalpublicrecords@myfloridalicense.com

31. **Data Security.** For contracts requiring Contractor access to or use of Department information technology systems or software, the Contractor shall comply with the information technology and data security provisions specified in Attachment 10.

32. **The following termination provisions apply to this Contract:**

a. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Department's contract manager or the representative of the Contractor responsible for administration of the program.

b. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Contractor will be compensated for any work satisfactorily completed, as of the date of termination.

c. In the event the Contractor fails to fully comply with the terms and conditions of this contract, the Department may terminate this contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Contractor after Contractor's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ financial consequences, but is not required to do so in order to terminate this contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right or remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination of this contract. To be terminated as a Contractor under this provision, the Contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Contractor.

33. **Dispute Resolution.** Any dispute concerning performance of this contract or payment hereunder shall be decided by the Department's contract manager, who shall reduce the decision to writing and provide a copy to the Contractor. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Contractor delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Contractor shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Contractor concerning this contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 32.

34. **Other Terms**

a. Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Contractor responsible for administration of the program, to the designated address contained in this contract.

b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be exclusively in Leon County, Florida.

c. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S., AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

d. **RESPECT.** In accordance with Section 413.036(3), F.S., if a product or service required for the performance of this contract is on the procurement list established pursuant to Section 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S., AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

e. The Contractor shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of section 403.7065, F.S.

f. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

g. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

h. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of this contract shall remain in full force and effect and such term or provision shall be stricken.

i. **Survival of terms.** The parties agree that, unless a provision of this Core Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Contractor and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this contract. The Contractor's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.

- j. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:
1. Attachment I and other attachments, if any;
 2. Any documents incorporated into any attachment by reference;
 3. This Core Contract;
 4. Any documents incorporated into this Core Contract by reference.

35. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to a written amendment and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

36. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 7 of this contract, the Contractor is required to comply with the following requirements, as applicable to its performance under this contract. The Contractor acknowledges that it is independently

responsible for investigating and complying with all State and Federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under this contract.

a. Federal Law

Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department.

Pursuant to Executive Order 11-116, signed on January 4, 2011, the Department shall require the Contractor to:

- Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term; and
- Include in all subcontracts under this contract, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at <http://www.e-verify.gov/employers>.

b. Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Contractor shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, pregnancy, or marital status. Further, the Contractor agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and DBPR Policy # 2.19, Unlawful Discrimination (Including Sexual Harassment). These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Contractor shall comply with applicable provisions of DBPR Policy # 2.19, Unlawful Discrimination (Including Sexual Harassment), and 45 CFR 80. This is required of all Contractors that have fifteen (15) or more employees.

c. Use of Funds for Lobbying Prohibited. The Contractor shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

d. Public Entity Crime and Discriminatory Contractors. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

e. Whistleblower's Act Requirements. In accordance with subsection 112.3187(2), F.S., the Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Contractor and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations, or the Whistle-blower's Hotline number at 1-800-543-5353.

f. Foreign Country of Concern Attestation (PUR 1355). In accordance with Rul 60A-1.020, F.A.C. form PUR 1355 must be completed by an officer or representative of an entity entering into a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Form PUR 1355 is Attachment 4 which is to be submitted to the Department at the time of signature of this contract by the Contractor.

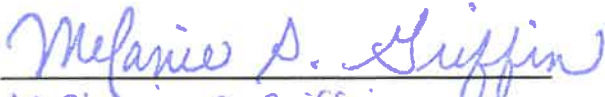
By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 6.

IN WITNESS THEREOF, the parties hereto have caused this 53 page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR: FLORIDA ENGINEERS MANAGEMENT
CORPORATION (FEMC)**

**FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL
REGULATION**

Signature: 
Print/Type
Name: Safiya Brea
Title: Board Chair
Date: 6/24/2025

Signature: 
Print/Type
Name: Melanie S. Griffin
Title: Secretary
Date: 6/27/25

STATE AGENCY 29 DIGIT FLAIR CODE: 79-50-2-547001-79050100-00-108020-00 / 79-50-2-547001-79050100-00-100399-00
Federal Tax ID # (or SSN): F593464045002 Provider Fiscal Year Ending Date: 06/30.

Attachment 1
SCOPE OF WORK
Contract # 21-00001

This Scope of Work between the Florida Engineers Management Corporation, a not-for-profit Florida corporation hereinafter referred to as "FEMC," and the Florida Department of Business and Professional Regulation, herein after referred to as "Department," to set forth their mutual duties and responsibilities pursuant to section 471.038, Florida Statutes.

1. Purpose

FEMC was created pursuant to section 471.038, Florida Statutes, to provide administrative, investigative and prosecutorial services to the Florida Board of Professional Engineers (FBPE) in accordance with the provisions of Chapters 455 and 471, Florida Statutes. Section 471.038, Florida Statutes, requires that FEMC operate under a written contract with the Department, which is to be approved by FBPE, to provide the above outlined services.

2. Department Role and Responsibilities

A. Contract Manager

1. The Department shall assign a Contract Manager who shall ensure compliance with this Agreement and the provisions of Chapters 455 and 471, Florida Statutes. The Contract Manager shall act as a liaison between the Department and FEMC.
2. The Contract Manager shall have complete and immediate access to all data and records maintained by FEMC. FEMC shall fulfill the Contract Manager's request for information within five (5) business days of the Contract Manager's request. Such requests include, but are not limited to, the following:
 - a. All documents that are scheduled to be presented to FBPE Probable Cause Panel, including an Agenda, at the same time the materials are provided to the Panel members.
 - b. All documents that are scheduled to be presented to FBPE for final action, at the same time the materials are provided to the board members.
3. FEMC shall notify the Contract Manager of the following:
 - a. Significant changes in management personnel;
 - b. Significant communications with the Executive Office of the Governor;
 - c. Appellate action taken by a party in any disciplinary matter. FEMC is responsible for defending such appeals. FEMC shall provide the initial brief and an outline of the proposed response and the supporting case law, to the Department's appellate attorney and the Contract Manager, no less than 48 hours prior to its submission of any filing with the court; and
 - d. Information that may be the basis for an emergency suspension or restriction of license or be of such nature that FEMC believes it warrants referral for criminal prosecution, or poses a significant or immediate danger to the general health, safety, or welfare.

4. The Department is solely responsible for the issuance of any emergency suspension orders. However, FEMC is solely responsible for providing the Department with immediate notice of conditions which may warrant an emergency suspension or other extraordinary action of intervention.

3. FEMC's Roles and Responsibilities

A. Appointment of a Board Executive Director

1. FEMC shall select the President of the management corporation, who shall also serve as the Executive Director of the Board ("ED") subject to approval of FBPE in accordance with section 455.203(2), Florida Statutes.
2. FEMC shall notify the Department of the progress of any selection process for a President and give the Department an opportunity to comment on FEMC's potential selection.

B. Services

1. FEMC's services shall apply to all licenses under the jurisdiction of FBPE, including special inspectors of threshold buildings. It is FEMC's responsibility to render services in compliance with Florida law, including the requirements of Chapters 119 (Public Records) and 120 (Administrative Procedures), Florida Statutes, and section 286.011 (Open Meetings), Florida Statutes, as limited by Chapters 455 and 471, Florida Statutes.
2. FEMC shall provide its services throughout each fiscal year, which begins on July 1st and ends at 11:59 EDST on June 30th of each fiscal year.
3. Administrative Function Services- FEMC shall provide administrative services to FBPE, which include the following:
 - a. Performing agency clerk functions;
 - b. Preparing required reports;
 - c. Responding to requests for public records pursuant to Florida law;
 - d. Processing applications for licensure;
 - e. Issuing initial license and notices of renewal;
 - f. Renewing Licenses;
 - g. Collecting Fees;
 - h. Training board members;
 - i. Maintaining files;
 - j. Maintaining inventory of FEMC property;
 - k. Providing telecommunications systems;
 - l. Providing a computer licensing system pursuant to Section 3.B.5., Technology;
 - m. Providing examination services;
 - n. Maintaining licensure records;
 - o. Providing official certificates;
 - p. Providing staff support services to FBPE;
 - q. Assisting as needed in rule promulgation;

- r. Scheduling, noticing, and planning FBPE meetings;
 - s. Preparing FBPE agenda content including rulemaking, disciplinary licensing and other official action of FBPE relative to the police powers of the State of Florida exercised through FBPE;
 - t. Recording and preparing minutes of FBPE meetings;
 - u. Providing support to the probable cause panel;
 - v. Maintaining confidentiality of records as required by law;
 - w. Providing legislative analysis; and
 - x. Presenting before legislative committee.
4. Licensure Services- FEMC shall provide all licensure services to FBPE, which include the following:
- a. Maintain licensure records, including historical licensure data and records of address changes, name changes and other licensure status changes;
 - b. Issue initial licenses subsequent to FBPE's determination of eligibility for licensure, and provide official certification of licensure records in its custody;
 - c. Issue renewal licenses to active and inactive engineers, and special inspectors of threshold buildings, based on information given to FEMC by FBPE;
 - d. Ensure compliance with continuing education requirements, in accordance with sections 471.017, 471.0195, and 553.841, Florida Statutes.
 - e. Provide renewal notices and pending cancellations of a license as required in section 455.273, Florida Statutes; and
 - f. Maintain and provide licensing information to licensees, prospective licensees and the public consistent with Florida and applicable federal law.
5. License Management System
- a. FEMC is authorized to develop and implement its own licensure certification and endorsement system (hereinafter referred to as "CES"), subject to formal approval by the Department. FEMC will submit a proposed contract amendment to the Department containing the details for and transition to the CES. Until approved and during the transition to the CES, FEMC shall use the Department's licensure management system or a successor system (herein after referred to as "Versa: Regulation") until such time as the CES is fully implemented.
 - b. The Parties acknowledge that the use of the Versa: Regulation system allows for shared information. Both parties agree that certain information is required to remain confidential under Chapters 455 and 119, Florida Statutes, including but not limited to Social Security numbers, unless otherwise provided by law, and complaint and investigation information as provided under section 455.225(10) and 471.038(7), Florida Statutes.

All applications for licensure, disciplinary, and renewal services shall utilize the Versa: Regulation system. The Department takes full responsibility for the

security of records and data submitted by FEMC to the Versa: Regulation system. The Department shall make the Versa: Regulation system available to FEMC staff at all times that it is available to Department staff. All maintenance and support of the Versa: Regulation system will be performed by the Department.

6. Examination-Related Services- FEMC shall provide testing and examination-related services for FBPE, which includes the following:
 - a. Provide FBPE with complete files of all applications for candidates seeking licensure;
 - b. Administer the examination provided by the National Council of Examinations for Engineers and Surveyors (NCEES), in accordance with Rule 61G15-21.001, Florida Administrative Code;
 - c. Ensure examination security during the transportation of examinations and overnight storage of examinations;
 - d. Ensure that sites are available to hold the examination, and ensure that there is an appropriate level of monitoring during the examination;
 - e. Ensure that examination results are reported to the candidates;
 - f. Ensure the preparation and administration of the examinations in an applicant's native language if necessary pursuant to section 455.218, Florida Statutes, and collect the necessary costs in the event it is determined by a court of competent jurisdiction that FBPE is required to have the examinations translated;
 - g. Provide for examination of foreign-trained professionals pursuant to section 455.218, Florida Statutes, if required by a court of competent jurisdiction;
 - h. Ensure necessary special accommodations including, but not limited to, compliance with Chapter 553, Part II, Florida Statutes, and Federal ADA requirements and religious considerations;
 - i. Maintain and monitor a contract with a national testing vendor for the engineering examinations as required by Chapter 471, Florida Statutes, and as approved by FBPE; and
 - j. Ensure the adequacy of the examinations, the maintenance of examination records, and the compliance with all testing requirements of section 455.217, Florida Statutes.
7. Prosecutorial Services- FEMC shall provide prosecutorial and litigation services to FBPE for both licensed and unlicensed activity, which shall include the following:
 - a. Coordinate with investigators;
 - b. Review and take appropriate action on investigated complaints;
 - c. Prepare cases for presentation to FBPE's probable cause panel;
 - d. Prepare administrative complaints, notices of noncompliance, and citations;
 - e. Prosecute complaints at disciplinary hearings;

- f. Prosecute appeals;
 - g. Maintain the complaint database in Versa: Regulation system;
 - h. Report alleged criminal violations to the Department and appropriate authorities; Including but not limited to local authorities and law enforcement.
 - i. Receive complaints from the Department for the prosecution of cases opened and investigated by the Department;
 - j. Immediately report any action that may be considered for emergency suspension or restriction of practice to the Department for review and possible action;
 - k. Review disciplinary guidelines; and
 - l. Provide prosecutorial services at mediations.
8. FEMC must file a copy of all administrative complaints, final orders and notices of appeal (filed by any party) with the Department's Agency Clerk as soon as practicable.
9. Investigative Services- FEMC shall provide investigative services to FBPE for both licensed and unlicensed activity, which includes the following:
- a. Receive complaints;
 - b. Interview complainants;
 - c. Interview witnesses;
 - d. Issue subpoenas;
 - e. Interview subjects of complaints;
 - f. Take sworn statements;
 - g. Compile documentary evidence;
 - h. Prepare investigative reports;
 - i. Coordinate with prosecutors;
 - j. Hire experts when necessary;
 - k. Testify at hearings;
 - l. Coordinate investigative activities with appropriate regulatory and law enforcement agencies; and
 - m. Immediately report any action that may be considered for emergency suspension or emergency restriction of practice to the Department for review and possible action.
10. Documentation Services- FEMC shall maintain documentation evidencing performance of its duties under this Agreement, including evidence of:
- a. Compliance with performance standards specified in Rule 61G15-37.001, Florida Administrative Code;
 - b. Action taken on requests from the Contract Manager/Monitor, per Section 2 of this agreement;
 - c. Information related to disciplinary actions;

- d. Action taken regarding the failure of FEMC to comply with any provision of the Agreement;
- e. Legal cases in which FEMC has not been prevailing party, to include copies of final orders and specify cases where attorney fees have been awarded;
- f. Establishment and implementation of corrective plans as required by Section 14 of this Agreement;
- g. Expenditures and cash balances;
- h. Actual and projected monthly expenditures;
- i. Long-range estimates of the revenue required to carry out all provisions of law relating to the regulation of the profession, for a five-year period as required in sections 455.204 and 455.219, Florida Statutes; and
- j. Information related to licensure.

4. Deliverables

A. Monthly Report of Actual Projected Expenditures

FEMC shall provide a spreadsheet report of all actual and projected expenditures for the contract period to the Contract Manager, by the 15th day of each month or the next business day after the 15th if the 15th day falls on a weekend or holiday. The spreadsheet will be in a format approved by the Department.

B. Quarterly Reports

1. FEMC shall provide an electronic quarterly report by no later than thirty (30) calendar days after the close of each quarter, to the Contract Manager/Monitor and the FEMC Board of Directors, which includes the following:
 - a. The status of the performance standards adopted by Rule 61G15-37.001, Florida Administrative Code.
 - b. Compliance with priority referrals from the Contract Manager/Monitor, per Section 2 of this agreement.
 - c. Information regarding disciplinary actions as follows:
 - i. A list and status of all complaints made during this Agreement (open and closed, licensed and unlicensed). Status information should include: name of the complainant; name and license number of the subject; date of the complaint; the alleged violation; last action taken; and the next appropriate action recommended.
 - ii. A list of all cases FEMC closed as legally insufficient since the last report;
 - iii. A list showing the status of compliance with all final orders with pending provisions; and
 - iv. A list of all cases where the alleged violation is for unlicensed activity and the subject also holds a license with another profession within the Department.
 - d. Information regarding the failure of FEMC to comply with any provision of the Agreement.

- e. A list of all legal cases where FEMC has not been the prevailing party. The list must include copies of the final orders and specify cases where attorney fees have been awarded.
- f. Corrective plans a required by Section 14 of this Agreement.
- g. A detailed report of expenditures and cash balance, including information required by Section 4 of this Agreement.
- h. Long-range estimates of revenue, as required by the Agreement (to be provided in the first quarterly report).
- i. A report which details the following information for the last completed quarter, with disciplinary information reported distinctly for licensed and unlicensed activity:
 - i. Number of license renewals;
 - ii. Number of license applications received;
 - iii. Number of licenses approved and denied;
 - iv. Number of licenses issued;
 - v. Average time required to issue a license;
 - vi. Number of complaints received;
 - vii. Number of complaints determined to be legally sufficient;
 - viii. Number of complaints dismissed;
 - ix. Number of complaints determined to have probable cause;
 - x. Number of administrative complaints issued and the status of the complaints; and
 - xi. Number and nature of disciplinary actions taken by FBPE.

C. Annual Report

On or before October 1st of each year (2025-2029), in accordance with section 471.083(3)(m), Florida Statutes, FEMC shall submit to the Secretary of the Department, FBPE and the Legislature, a report on the status of FEMC.

1. The report must include the following information, reported for the fiscal year ending June 30th of each year:
 - a. Programs and funds that have been transferred to FEMC;
 - b. Number of license renewals;
 - c. Number of license applications received;
 - d. Number approved, denied and issued licenses;
 - e. Average time required to issue a license;
 - f. Number of complaints received, together with the number of complaints determined to be legally sufficient, how many were dismissed, how many were determined to have probable cause;
 - g. Number of administrative complaints issued and the status of the administrative complaints;
 - h. Number and nature of the disciplinary actions taken by FBPE. These disciplinary numbers shall be distinct for licensed and unlicensed activity.
2. Receipt of reports by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Department

reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this contract. The Department, at its option, may allow additional time where the Contractor may remedy the objections noted by the Department.

D. Annual Certification

On or before October 1st of each year (2025-2029), in accordance with section 471.038(3)(j)2., Florida Statutes, FBPE and the Department shall review the performance of FEMC under the contract for each year ending June 30th.

1. If it is determined that FEMC performed under that Agreement in a manner that is consistent with the goals and purposes of FBPE and in the best interest of the State, FBPE and the Department shall certify such. This certification shall be recorded in the FBPE minutes.
2. Should the Department fail to certify FEMC by the aforementioned deadlines, FEMC shall be deemed certified. Upon a determination made by FBPE and the Department at any time during the term of the Agreement that FEMC no longer operates for benefit of FBPE and in the best interest of the State, all monies and property held in trust by FEMC shall revert to the FBPE, or the State if FBPE ceases to exist.

5. Audit

Evidence of FEMC's engagement of an independent certified public accountant to conduct an audit as required by this Agreement shall be provided to the Department no later than October 1st of each year.

6. Insurance & Bond

Proof of liability insurance and performance bond, as required by section 471.038(3)(j)5., Florida Statutes, and this Agreement.

7. Litigation Inventory Schedule

On or before September 15th of each year (2025-2029) FEMC shall submit an Agency Litigation Inventory Schedule, using the format shown in Attachment 6.

8. Budget

On or before June 1st of each year, FEMC shall submit a proposed budget for Grants and Aid and Proposed Budget for Unlicensed Activity for Fiscal Years 2025-2026, 2026-2027, 2027-2028, and 2028-2029, which shall be attached hereto collectively as Attachment 7, Proposed Budget.

A change in a budget line item above the approved budgeted amount of \$15,000 or 15%, whichever is lesser, shall be allowed without any prior approval by the Department. The Department shall be notified in writing at the time of any such budget change.

9. Budget Amendment

If FEMC determines that a required change in a budget line item is estimated to be greater than \$15,000 or 15%, or if a new budget line item needs to be added or an existing line item needs to be deleted from the approved Proposed Budget, FEMC shall submit a request for a budget amendment to the Department fourteen (14) business days prior to incurring the expense. In addition to the foregoing,

On or before June 1st of each year (2025-2029), FEMC shall submit a proposed budget amendment of unexpended funds for the fiscal year ending June 30th (2025-2029). The proposed budget amendment shall be submitted to the Department's Director of Administration and Financial Services, with a copy to the Contract Manager and FBPE. The Department shall either approve or deny the proposed budget amendment within ten (10) business days of receipt of the request.

Failure by the Department to respond within ten (10) business days of receipt of the proposed budget amendment shall constitute approval by the Department of the budget amendment. Such modification cannot be made retroactive. Approved request shall be signed by both parties, incorporated into the contract as an appendix to Attachment 7, and maintained in both parties' contract files for audit purposes.

10. Legislative Budget Request

FEMC shall submit to the Department a legislative budget request justifying any additional funding needs each Fiscal Year (2025-2029) as directed by the Department's Director of Administration and Financial Services.

11. Inventory & Equipment List

FEMC shall submit to the Department a list of inventory and equipment that was purchased to carry out the terms of this contract, on or before July 1st of each fiscal year and by the 10th calendar day after the last day of each fiscal year.

12. Monthly Application Processing Statistics

FEMC shall provide to the Contract Manager, by the 15th day of each month or the closest business day after the 15th if the 15th falls on a weekend or a holiday, a spreadsheet report of all applications and current processing dates/times from the time the application is received and opened to the time the application is approved and issued.

13. Services not to be Provided by FEMC

A. Except when providing prosecutorial, litigation, and investigative services set forth in this Agreement, FEMC is not delegated the authority to exercise the police powers inherent in the Department and FBPE under Chapters 455 and 471, Florida Statutes, including determining probable cause to pursue disciplinary action against a licensee, taking final action on license applications or in disciplinary cases, or adopting administrative rules under Chapter 120, Florida Statutes. Prosecutorial services shall only be executed in the name of FBPE.

- B. The responsibility for the supervision of this Agreement remains solely with FBPE.
- C. FEMC shall not perform any activities related to rulemaking, discipline, licensing, and other official actions of FBPE, except that FEMC staff may process the necessary paperwork for these activities at the direction of FBPE.
- D. FEMC shall not perform lobbying activities, as specified section 216.347, Florida Statutes.
- E. FEMC shall not issue emergency suspension or restriction orders.

14. Noncompliance

A. Corrective Plans

1. FEMC shall develop corrective plans to respond to deficiencies that result in noncompliance with performance standard provisions of Rule 61G15-37.001, Florida Administrative Code, or that result in noncompliance with this Agreement as determined by the Contract Manager or Contract Monitor. A corrective plan must include:
 - a. A description of the deficiency;
 - b. The impact of the deficiency;
 - c. An action plan to correct the deficiency;
 - d. The responsible individuals to implement the action plan;
 - e. A timeline for implementing the action plan that is consistent with the severity of the deficiency; and
2. The estimated cost of implementing the corrective plan
3. The corrective plan must be submitted electronically to the Contract Manager/Monitor within seven (7) business days of a request by the Contract Manager and with the Quarterly report, unless more time has been requested by the FEMC and approved by the Contract Manager. The Department reserves the right to determine the efficacy of corrective action plans submitted by FEMC.

B. Financial Consequences and Penalties for Failure to Take Corrective Action

1. If FEMC fails to meet the minimum level of service or performance as identified in this contract, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying financial consequences to the extent that this contract so provides, and imposition of penalties per this section.
2. Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

3. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for the corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during this period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
4. Noncompliance involving the provision of service shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
5. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment, the Department may deduct the amount of the penalty from invoices submitted by the Contractor.

15. Funding

- A. The total funding of this Agreement is \$2,370,875.00 annually and \$9,483,500.00 for the contract period, subject to appropriation and release by the Legislature. The Legislature has appropriated Two Million Two Hundred Seventy Thousand Dollars (\$2,270,000.00) allocated to the regulation of professional engineers and special inspectors of threshold buildings from the Professional Regulation Trust Fund to the first fiscal year of this agreement.
- B. The Department has approved the use of One Hundred Thousand Eight Hundred Seventy-Five Dollars (\$100,875.00) from the unlicensed activity funds allocation for each fiscal year under this contract. The unlicensed activity funds are to be utilized by FBPE to perform the duties related to unlicensed activity pursuant to Chapter 455, Florida Statutes.
- C. The Department's performance and obligation to pay under this Agreement is contingent upon the annual appropriation and release by the Legislature in a "grant and aids category."

1. Method of Payment

a. Payment Clause

i. *(Fixed Price- Professional Regulation Trust Fund)* The Department shall pay the contractor for delivery of service units provided in accordance with the terms of this contract for a dollar amount of \$567,500.00 per quarter, not to exceed a total of \$2,270,000.00 annually or \$9,080,000.00 for the entire contract period, subject to the availability of funds.

An advance payment not to exceed 25 percent of the contract amount may be made as soon after July 1st of each fiscal year (2025-2029), as feasible. The remaining funding will be provided in equal payments on a quarterly basis

beginning on or after October 1, January 1, and April 1 of each year (2025-2029).

In the event FEMC's expenses exceed its draw in any given quarter, and the cash balance available is insufficient to cover those expenses, FEMC may request an advance of funds, not to exceed Two Hundred Thousand Dollars (\$200,000.00). Advancement of funds is subject to the approval of budget release pursuant to sections 216.192(1) and 216.177(2)(a), Florida Statutes.

ii. (*Cost Reimbursement- Unlicensed Activity Funds*) The Department shall reimburse FEMC for allowable expenditures incurred pursuant to the terms of this contract for a dollar amount not to exceed \$100,875.00 annually, and \$403,500.00 for the contract period, subject to the availability of funds.

b. Invoice Requirements

i. (*Fixed Price*) FEMC shall request payment quarterly or as often as activity has been performed on behalf of the program through submission of a properly completed invoice within fifteen (15) days following the end of the quarter for which payment is being requested.

ii. (*Cost Reimbursement*) FEMC shall request reimbursement on a monthly basis or as often as activity has been performed on behalf of the program through submission of a properly completed cost reimbursement invoice within fifteen (15) days following the end of the month for which reimbursement is being requested.

Payment may be authorized only for allowable expenditures on the invoice which are in accord with the limits specified in the line item budget (Attachment 7). The approved line item budget may be modified only through amendment to the contract initiated by a written request that includes justification supporting the need for modification. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.

c. Supporting Documentation

i. (*Fixed Price*) Invoices shall include Deliverables as stated in Section 4 above. FEMC shall retain sufficient records documenting services provided so that an audit trail can be maintained.

ii. (*Cost Reimbursement*) Reimbursement requests from FEMC for Unlicensed Activity expenditures will include supporting documentation for all requests. Examples include but are not limited to; for Professional Service Fees an actual invoice showing the service and amount due and copy of cleared check; for hardware or software an actual invoice and copy of paid check; for travel [e.g. bills for travel submitted in accordance with s.122.061,F.S.] actual invoices and copy of paid check; for office supplies, telephone bills, number of copies at per copy rate and number of mailings

at postage rate; and for Administrative Services or Staff time, timesheets showing actual or estimated percentage of time spent, rate of pay and related payroll expenses applied. FEMC must maintain records documenting the expenditures so that an audit trail documenting the service provisions is available.

16. Revenue

- A. FEMC shall be responsible for the collection and processing of application fees, initial licensure fees, active renewal fees, inactive renewal fees, delinquency and reactivation fees, reimbursement of administrative costs, fines, and other miscellaneous revenue. In accordance with section 116.01, Florida Statutes, FEMC shall deposit all receipts to the State Treasury account to the credit of the Professional Regulation Trust Fund no later than seven (7) working days from the close of the week in which FEMC received the funds. The Department will provide FEMC with sequentially numbered deposit slips. Each deposit slip must be accounted for. FEMC will stamp the back of all checks deposited with the endorsement contained in Attachment 11, Endorsement Stamp.
- B. All revenue collected by FEMC shall be entered in Versa: Regulation system using the appropriate "object code" listed in Attachment 5, Fee Codes.
- C. FEMC is responsible for collecting or earmarking out of current licensure fees, the \$5.00 fee for unlicensed activity is provided for in section 455.2281, Florida Statutes. Fees collected under section 455.2281, Florida Statutes, may be used by the FBPE to perform duties relating to unlicensed activity as contemplated in section 471.038(5), Florida Statutes, subject to appropriation by the Legislature and allocations made by the Department. This information shall be tracked by FEMC in Versa: Regulation.
- D. FEMC shall have in place a method (subject to approval by the Department) to collect checks written on insufficient funds ("bad checks").
- E. FEMC shall maintain licensing fees that are not excessive but that are adequate to cover projected costs and maintain a 5% cash balance. If fees are excessive, the board may implement a waiver of license renewal fees for a period not to exceed two (2) years pursuant to section 455.219, Florida Statutes.
- F. FEMC shall record and report accounts receivable (if any) pursuant to the Department's policy as provided in Attachment 8.
- G. Funds advanced to FEMC shall be deposited in a separate interest bearing account until the balance, not including the interest, is totally expended for the purposes allowed by the Agreement. All interest income attributable to or derived from funds advanced to FEMC shall be returned on a quarterly basis to the Department and will remain as cash to the credit of FBPE within the Professional Regulation Trust Fund.
- H. All miscellaneous funds received by FEMC, such as from public records requests shall be deposited to the credit of FBPE within the Professional Regulation Trust Fund. This information shall be tracked and reported in the Quarterly Reports.

17. Expenditures

- A. FEMC's incurred financial obligations, as of June 30th of any given year will be administered pursuant to the process outlines in section 216.301, Florida Statutes. The funds will remain with FEMC for disbursement for all accounts payable on its books as of June 30th of each year. Any funds remaining with FEMC after the accounts payable have been certified will be returned to the Department no later than September 30th of each year in the manner provided in Attachment 9, Year-End. Incurred obligation is not made and an incurred obligation is proven to be legal, due and unpaid, then the incurred obligation shall be paid and charged to the current fiscal year contract funds.
- B. In accordance with section 287.058(1)(a), Florida Statutes, FEMC will maintain all invoices pertaining to the daily operation of the corporation in its office with sufficient detail to enable the Department to monitor its expenditures. This documentation will be retained for a minimum of three years after the contract is concluded.
- C. FEMC will be responsible for all costs associated with the program, including but not limited to, cash account for all costs of representation by board counsel, including salary and benefits, travel, and any other compensation traditionally paid by the Department to other board counsel; all costs incurred by FEMC or FBPE for the Division of Administrative Hearings of the Department of Management Services and any other costs for utilization of these services; reasonable costs associated with the Contract Monitor of the Department; banking fees associated with the acceptance of credit cards; the service charge to General Revenue as provided in Chapter 215, Florida Statutes; and other allocated costs (including technology costs) incurred by the Department in support of the board pursuant to section 455.219, Florida Statutes. If at any time, the FEMC cash account has a deficit or projected deficit, this Agreement will be amended to address the deficit.
- D. FEMC may provide for salary increases, merit increases, bonuses, and other forms of pay increases for FEMC staff. FEMC shall include any such increase or bonus in their Proposed Budget or Proposed Budget Amendment for Department review and approval prior to implementation.
- E. FEMC shall comply with the Department of Financial Services Reference Guide for State Expenditures (the Reference Guide), available at: [reference-guide-for-state-expenditures.pdf \(myfloridacfo.com\)](https://myfloridacfo.com/reference-guide-for-state-expenditures.pdf) (See also Attachment 10)
- F. FEMC shall apply the guidelines found in the Reference Guide for the State P-card program to its use of credit cards.
- G. FEMC shall comply with s. 112.061, Florida Statutes, and the guidelines found in the Reference Guide for state travel expenses to its travel expenditures.

18. Insurance

A. Liability Insurance

1. FEMC shall secure and maintain during the term of this contract and for all acts performed during the term of this contract, the insurance coverage required by section 471.038 (3) (j) 5, Florida Statutes. FEMC shall ensure that all of the insurers indicated on the insurance policies are qualified and do business with the State of Florida.
2. FEMC shall secure and maintain all commercially available insurance to meet the requirements of section 471.038(3)(j) 5, Florida Statutes. Both parties acknowledge that section 471.038(3)(j)5, Florida Statutes, does not require FEMC to obtain coverage for itself and the Department which is not obtainable for public policy reasons. However, if at any time it is determined that insurance becomes available which would otherwise be required under statute, FEMC will immediately acquire such insurance. Failure by FEMC to secure and maintain the insurance coverage provided for in this paragraph or in violation of section 471.038(3)(j)5, Florida Statutes, shall be grounds for terminating this Agreement.

B. Performance Bond

FEMC shall provide for non-employees charged with the responsibility of receiving and depositing fee and fine revenues to have a faithful performance bond in the amount of Five Hundred Thousand Dollars (\$500,000.00), as required by section 471.038(3)(j)5., Florida Statutes, and this Agreement.

19. General Provisions

A. Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Florida, and venue and jurisdiction for any disputes arising out of this Agreement shall be in the state of courts of Leon County, Florida.

The parties agree that any disputes between the parties regarding their responsibilities under this Agreement or any provision of Florida Law should be resolved as soon as possible at the lowest level possible in the most informal manner possible in order to conserve the resources of the parties. The parties agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes. FEMC recognizes that the Department is mandated by Florida Statutes with the monitoring of FEMC's activities, and after consultation with FBPE, has the authority to resolve disputes.

The parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of this agreement.

B. Liability

Each party hereby assumes any and all risks of personal injury and property damage attributable to the acts or omissions of that party or its officers, employees, or agents. Furthermore, any claim of liability asserted against the Department is subject to the limitations of section 768.28, Florida Statutes.

FEMC shall provide all necessary services to manage its own corporation, including but not limited to finance and accounting and personnel administration. FEMC shall make

only prudent expenditures directly related to the responsibilities of FBPE, and in accordance with this Agreement. FEMC shall maintain all records in accordance with the guidelines of the Department of State and shall not destroy any records prior to the limits imposed by the Department of State. FEMC shall maintain an approved Procurement Policy and Code of Ethics that governs its directors and employees.

FEMC employees and its Board of Directors are not public employees for the purpose of Chapters 110 or 112, Florida Statutes, except that the Board of Directors and the President of FEMC are subject to the provisions of section 112.061, 112.313(1)-(8) and 112.3135, Florida Statutes. The Department's Office of Inspector General is authorized to perform duties related to members of the Board of Directors of FEMC and its President as set forth in section 20.055, Florida Statutes, related to violations of sections 112.061, 112.313(1)-(8) and 112.3155, Florida Statutes. Nothing herein shall prohibit FEMC from disciplining its directors and President or the Department from taking appropriate action. The Executive Office of the Governor is authorized to impose the penalties cited in Section 112.317, Florida Statutes, for violations of sections 112.313(1)-(8) and 112.3155, Florida Statutes, by members of FEMC's Board of Directors or its President.

20. Other Employment

FEMC shall not engage the services of any person or persons now employed by the State of Florida, including any department or subdivision thereof, to provide services relating to this Agreement without written consent of the employer of such persons and of this Department. Also, if FEMC is otherwise employed by the State of Florida during the term of this agreement, FEMC represents that FEMC has complied with all applicable provisions of sections 216.262(1)(d) and 112.3185, Florida Statutes, and all applicable regulations regarding outside or dual employment and compensation.

21. Costs Incurred

FEMC shall be responsible for the acquisition of property, equipment, licenses and supplies necessary to fulfill the requirements of this Agreement. Any leasing or reservation of space to perform this Agreement will be the sole responsibility of FEMC.

22. Termination

Upon termination of this Agreement or revision thereof whereby FEMC no longer is approved to provide services as contemplated by this Agreement, all monies, records, data and property held in trust by FEMC for the benefit of FBPE shall revert to FBPE or to the State of Florida if FBPE ceases to exist. In the event of contract termination, FEMC shall be responsible for ensuring that all data relating to licensure and discipline can be converted to use on Department systems and FEMC is solely responsible for the cost of such conversion.

Failure to comply with any part of this Agreement shall be grounds for the Department to terminate this Agreement for default without prior notice or opportunity to cure.

23. Entire Contract

This Agreement and the following attachments constitute the entire Agreement of the parties:

- Attachment 1- Scope of Work
- Attachment 2-Certifications and Assurances
- Attachment 3- Affidavit- Notice of Trade Secret

Attachment 4- Financial and Compliance Audit Form
Attachment 5- Fee Codes
Attachment 6- Schedule VII: Agency Litigation Inventory
Attachment 7- Proposed Budget for Year Ending June 30, 2021 (Grants and Aid/ Unlicensed Activity)
Attachment 8- Accounts Receivable and Write-Off Policies and Procedures
Attachment 9- Year- End Incurred Obligations Procedure
Attachment 10- Department Information Technology Resources and Data Access Security
Attachment 11- Endorsement Stamp
Attachment 12- Foreign Country of Concern Attestation

No other agreement or modification to this Agreement, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This Agreement may not be orally modified. Any modification must be in writing, expressly titled an amendment to this Agreement, attached to this Agreement, and signed by both parties.

24. Special Provisions

A. Provider Liability and Indemnity

FEMC's obligation to indemnify, defend and hold harmless the Department shall be to the extent by section 768.28, Florida Statutes, or other applicable law, and without waiving the limits of sovereign immunity. This section shall supersede Section 9 of the Core Contract.

B. Insurance

FEMC shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof.

With the exception of a state agency or subdivision as defined by subsection 768.28(2), Florida Statutes, by execution of this contract, FBPE accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for FEMC and the clients to be served under this contract.

The limits of coverage under each policy maintained by FEMC do not limit FEMC's liability and obligations under this contract. Upon execution of this contract, FEMC shall furnish the Department written verification supporting both determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance if specified in this contract. This section supersedes Section 11 of the Core Contract.

C. Payment on Invoices

Payment on invoices shall be in accordance with Section 15 of this Scope of Work. This section supersedes Sections 20, 21 and 26 of the Core Contract.

D. Publicity

For the purpose of this agreement, FBPE and FEMC logo is not a state seal and does not fall within the ambit of Section 16 of the Core Contract.

E. Sponsorship

Sections 16 and 17 of the Core Contract do not apply to FEMC and FBPE but these sections do apply to any subcontractor of FEMC or FBPE.

F. Executive Order 20-44

In accordance with Executive Order 20-44, the contractor shall:

1. Provide an annual report detailing total compensation for the entities' executive leadership teams, and what percentage of compensation comes from State or Federal allocations.
2. Inform agencies of any changes in executive compensation between annual reports through appropriate contract agreement amendment.
3. Provide any additional information requested by the Department to ensure compliance with Executive Order 20-44.

End of Attachment 1 (Scope of Work)

Attachment 2
CERTIFICATIONS AND ASSURANCES

The Department will not award this contract unless the Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this contract, the Contractor provides the following certifications and assurances:

- A. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transaction (29 CFR Part 95 and 45 CFR Part 74)**
- B. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- C. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- D. Certification Regarding Scrutinized Companies Lists and Business Operations in Cuba or Syria, Section 287.135, F.S.**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 45 CFR Part 74).

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this contract.

B. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of this contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the department and the United States have the right to seek judicial enforcement of the assurance.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

The Contractor understands and agrees that it is required to inform the Department immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS AND BUSINESS OPERATIONS IN CUBA OR SYRIA, SECTION 287.135, F.S.

If this contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., the Contractor hereby certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria.

In executing this contract in any amount, the Contractor hereby certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.473(2)(a), F.S., and is not engaged in a Boycott of Israel.

These lists are created pursuant to section 215.473, F.S.

The Contractor understands that pursuant to section 287.135(3)(a)4., F.S., the submission of a false certification, or if a Contractor is found to have been placed on any of the Scrutinized Companies Lists, may subject the Contractor to civil penalties, attorney's fees and/or costs, and immediate contract termination.

The preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods and services applies to contracts of \$1 million dollars or more with a company engaged in scrutinized business operations; and contracts of any amount with a company placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Attachment 3
AFFIDAVIT - NOTICE OF TRADE SECRET

I, _____ (Name of Affiant), the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury, the following:

1. I am an authorized representative of _____ (Contractor Name), and I am duly empowered and authorized to certify under oath to the truth of the statements contained in this affidavit.
2. Based upon our review/determination of all contract documents for any trade secret information meeting the statutory definition provided in subsection 688.002 (4) F.S., there are documents or information claimed to be trade secrets under Florida law pertaining to our response to the formal solicitation and related materials in (DBPR Contract Number). YES _____ or NO _____ (Check one)

Executed this _____ day of _____, 20____, in _____, _____.

[Name of Affiant]

[Title of Affiant]

Notary Public
My commission expires: _____

AFTER CONTRACT EXECUTION

3. Upon receipt of the fully executed contract _____ (DBPR Contract Number) and if in the initial submission of this affidavit to the Department the Contractor indicated a YES response to Section 2 above, the Contractor shall complete this Section 3 and resubmit this affidavit accompanied by a redacted copy of this contract to the Department within three (3) business days of receipt of the fully executed contract. The Contractor states that:

All documents or information claimed to be trade secrets under Florida law have been redacted in the electronic copy of the response to the formal solicitation and related materials in _____ (DBPR Contract Number) provided to the Department of Business and Professional regulation under cover letter dated _____, 20____. Further, (Contractor Name):

- a. Considers the redacted information to be trade secret that has value and provides an advantage or opportunity to obtain an advantage over those who do not know or use it.
- b. Has taken measures to prevent the disclosure of the redacted trade secret information to anyone other than those who have been selected to have access for limited purposes, and such measures continue to be taken.
- c. States that the redacted trade secret information is not, and has not been, reasonably obtainable, without consent, by other persons by use of legitimate means.
- d. States that the redacted trade secret information is not publicly available elsewhere.

Executed this _____ day of _____, 20____, in _____, _____.

[Name of Affiant]

[Title of Affiant]

Notary Public
My commission expires: _____

- End of Attachment 3 -

Attachment 4

Financial and Compliance Audit Form

The administration of resources awarded by the Department of Business and Professional Regulation (Department) to the recipient may be subject to audits and/or monitoring as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part 1, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources.

(NOTE: If applicable, Department program office should address other miscellaneous matters affecting Part I audits, such as Web sites where information that would help facilitate the recipient's compliance can be obtained.)

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

(NOTE: The Department program office should address other miscellaneous matters affecting Part II audits, *such as* Web sites where information that would help facilitate the recipient's compliance can be obtained.)

In connection with the audit requirements addressed in paragraph 2 of Part II: State Requirements, the schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. Department Contract manager for this agreement (1 copy): [Name and Address]
- B. Department of Business and Professional Regulation (1 electronic copy and management letter, if issued)

Office of the Inspector General
2601 Blair Stone Road
Tallahassee, FL. 32399-0791

- C. The Federal Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d) (1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census

1201 East 10th Street
Jefferson, IN 47132

- D. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

- A. Department Contract manager for this agreement (1 copy):
Aimee Odom, FCCM
2601 Blair Stone Road
Tallahassee, FL 32399

- B. Department of Business and Professional Regulation (1 electronic copy and management letter, if issued)

Office of the Inspector General
2601 Blair Stone Road
Tallahassee, FL. 32399-0791

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Department Contract manager for this agreement (1 copy):
Aimee Odom, FCCM
2601 Blair Stone Road
Tallahassee, FL 32399

Department of Business and Professional Regulation (1 electronic copy and management letter, if issued)

Office of the Inspector General
2601 Blair Stone Road
Tallahassee, FL. 32399-0791

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$
(amount) *N/A*

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows: *N/A*

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$
(amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project: Department of Business and Professional Regulation, Florida Engineers Management Corporation (FEMC) #79.001, \$2,170,875.00 annually.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The department has allotted \$100,875 from the unlicensed activity account established under s. 455.2281 to be used by the Board of professional Engineers (FBPE) to perform the duties relating to unlicensed activity. FEMC shall provide administrative, investigative and prosecutorial services to FBPE in accordance with S. 471.038, F.S., and make only prudent expenditures directly related to the responsibilities of the board, and in accordance with the contract required by section 471.038, Florida Statutes.

FEMC shall not perform the following services:

- (1) Except when providing those prosecutorial and investigative services set forth in Section IV (D) and (E) of this Agreement, FEMC shall not exercise the police powers inherent in the Department and the FBPE under Chapters 455 or 471, Florida Statutes, including determining probable cause to pursue disciplinary action against a licensee other than failure to comply with final orders of the Board as set forth in Rule 61G15-18.005*
- (2) Florida Administrative Code, taking final action on license applications or in disciplinary cases, or adopting administrative rules under Chapter 120, Florida Statutes. Prosecutorial servicing shall only be executed in the name of the Florida Board of Professional Engineers.*
- (3) Any and all activities with relation to rulemaking, disciplinary, licensing and other official actions of the FBPE; except that FEMC staff may process the necessary paperwork for these activities at the direction of the FBPE.*
- (4) Lobbying activities on behalf of the FBPE.*
- (5) FEMC shall not have the authority to issue emergency suspension or restriction orders.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

End of Attachment 4

**ATTACHMENT 5
FEE CODES**

BOARD OF PROFESSIONAL ENGINEERS (FEMC)
79-50-2-547001
79-50-00-00-009

FEEES- CATEGORY-000100

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
001101	22	APPLICATIONS
001102	22	PRTF LICENSE VERIFICATION
001108	22	DUPLICATES / NAME AND STATUS CHANGE
001159	22	APPLI FOR ENDORSEMENT- ENG INTERN CERTIFICATION

LICENSES- CATEGORY-000200

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
002101	22	APPLICATIONS / LICENSES
002102	22	RENEWAL
002103	22	PRTF INACTIVE
002104	22	REACTIVATION/REINSTATEMENT
002105	22	DELINQUENT CHARGES
002106	22	PRTF UNLICENSED ACTIVITY

MISC. RECEIPTS- CATEGORY-000400

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
004021	22	UNCLAIMED REFUNDS
004022	22	REVENUE REFUNDS
004027	22	UNASSIGNED
004029	22	UNLICENSED ACTIVITY REFUNDS

INTEREST- CATEGORY-000500

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
005005	22	INTEREST FROM REVOLVING FUND

**FINES, FORFEITURES, JUDGMENTS
AND PENALTIES- CATEGORY-001200**

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
012000	22	FINES/FORFEIT./JUDGMENTS/ASSESSMENTS
012002	22	CITATIONS

PENALTIES- CATEGORY-001202

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
012094	22	SERVICE CHARGE COLLECTED ON RETURNED CHECKS

REFUNDS- CATEGORY-001800

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
018000	11	REFUNDS
	22	REFUNDS
018050	22	REIMBURSEMENT OF COSTS

ATTACHMENT 6
SCHEDULE VII: AGENCY LITIGATION INVENTORY

Schedule VII: Agency Litigation Inventory <i>For directions on completing this schedule, please see the "Legislative budget request (LBR) Instructions" located on the Governor's website.</i>	
Agency:	
Contact Person:	Phone Number:
Names of the Case: (If no case name, list the names of the plaintiff and defendant.	
Court with Jurisdiction:	
Case Number:	
Summary of the Complaint:	
Amount of the Claim:	\$
Specific Statutes or Laws (including GAA) Challenged:	
Status of Case:	
Who is representing (of record) the state in this lawsuit? Check all that apply.	Agency Counsel
	Office of the Attorney General or Division of Risk Management
	Outside Contract Counsel
If the lawsuit is a class action (whether the class is certified or not), provide the name of the firm or firms representing the plaintiff(s).	

End of Attachment 6

ATTACHMENT 7

FLORIDA ENGINEERS MANAGEMENT CORP PROPOSED UNLICENSED ACTIVITY BUDGET FISCAL YEAR 2020 - 21

*Approved by FEMC Board of Directors 04/09/2020

Income

500 · State Contract

UNLICENSED ACTIVITY

Total Income

Expenses

600 · Salaries & Benefits

600.10 · Salaries - Full Time Wages

600.20 · Retirement

600.30 · Payroll Taxes

600.40 · Personnel Insurance

600.40.10 - Health

600.40.20 - Dental

600.40.30 - Life & Disability

610.50 · Worker's Comp (The Zenith)

Total 600 · Salaries & Benefits

630 · Consultant Expense

636 · Court Reporters

638 · Prosecution/Enforcement

639 · Contract Monitor

Total 630 · Consultant Expense

670 · Public Information & Outreach

626 · 25 Copying & Printing - Legal

620 · Office Supplies

625 · Postage

650 · Office Space

651 · Lease Payment

652 · Utilities

653 · Janitorial

656 · Pest Control

657 · Security Monitoring

Total 650 · Office Space

680 · Travel

680.60 · Public Information Travel

Total 680 · Travel

740 · Renewal Expenses

740.10 · Printing Renewal Notice

740.20 · Mailing Renewal Notice

740.30 · Printing Licenses/ID Cards

740.40 · Mailing Licenses/ID Cards

740.60 · Renewal Supplies

Total 740 · Renewal Expenses

Total Expenses

Net Ordinary Income (Loss)

	PROPOSED BUDGET 2020 - 21	APPROVED BUDGET 2019 - 20	Difference	Percentage Change
Income				
500 · State Contract				
UNLICENSED ACTIVITY	(\$100,875)	(\$100,875)	\$ -	0%
Total Income	\$ (100,875)	\$ (100,875)	\$ -	0%
Expenses				
600 · Salaries & Benefits				
600.10 · Salaries - Full Time Wages	\$ 64,560	\$ 63,551	\$ 1,009	2%
600.20 · Retirement	\$ 4,842	\$ 4,766	\$ 76	2%
600.30 · Payroll Taxes	\$ 4,939	\$ 4,862	\$ 77	2%
600.40 · Personnel Insurance				
600.40.10 - Health	\$ 6,053	\$ 6,053	\$ -	0%
600.40.20 - Dental	\$ 252	\$ 252	\$ -	0%
600.40.30 - Life & Disability	\$ 757	\$ 757	\$ -	0%
610.50 · Worker's Comp (The Zenith)	\$ 101	\$ 101	\$ -	0%
Total 600 · Salaries & Benefits	\$ 81,503	\$ 80,341	\$ 1,162	1%
630 · Consultant Expense				
636 · Court Reporters	\$ -	\$ -	\$ -	
638 · Prosecution/Enforcement	\$ 13,671	\$ 13,671	\$ -	0%
639 · Contract Monitor	\$ -	\$ -	\$ -	
Total 630 · Consultant Expense	\$ 13,671	\$ 13,671	\$ -	0%
670 · Public Information & Outreach	\$ 3,379	\$ 4,539	\$ (1,162)	-26%
626 · 25 Copying & Printing - Legal	\$ -	\$ -	\$ -	0%
620 · Office Supplies	\$ -	\$ -	\$ -	0%
625 · Postage	\$ -	\$ -	\$ -	0%
650 · Office Space				
651 · Lease Payment				
652 · Utilities	\$ -	\$ -	\$ -	
653 · Janitorial				
656 · Pest Control				
657 · Security Monitoring				
Total 650 · Office Space	\$ -	\$ -	\$ -	
680 · Travel				
680.60 · Public Information Travel	\$ 2,323	\$ 2,323	\$ -	0%
Total 680 · Travel	\$ 2,323	\$ 2,323	\$ -	
740 · Renewal Expenses				
740.10 · Printing Renewal Notice	\$ -	\$ -	\$ -	
740.20 · Mailing Renewal Notice	\$ -	\$ -	\$ -	
740.30 · Printing Licenses/ID Cards	\$ -	\$ -	\$ -	
740.40 · Mailing Licenses/ID Cards	\$ -	\$ -	\$ -	
740.60 · Renewal Supplies	\$ -	\$ -	\$ -	
Total 740 · Renewal Expenses	\$ -	\$ -	\$ -	
Total Expenses	\$ 100,876	\$ 100,875	\$ (0)	
Net Ordinary Income (Loss)	\$ (0)	\$ 0	\$ 0	

FLORIDA ENGINEERS MANAGEMENT CORP

APPROVED OPERATING BUDGET 2020 - 2021

*Approved by FEMC Board of Directors 04/9/2020

	PROPOSED BUDGET 2020 - 2021	APPROVED BUDGET 2019 - 2020	Difference	Percent Change
Income				
500 · State Contract				
DBPR	\$ (2,070,000)	\$ (2,070,000)	\$ -	
UNLICENSED ACTIVITY	\$ (100,875)	\$ (100,875)	\$ -	
Total 500 · Income	\$ (2,170,875)	\$ (2,170,875)	\$ -	0%
Expenses				
600 · Salaries & Benefits				
600.10 · Salaries - Full Time Wages	\$ 980,341	\$ 944,756	\$ 35,585	4%
600.20 · Retirement	\$ 98,034	\$ 94,476	\$ 3,558	4%
600.30 · Payroll Taxes	\$ 75,108	\$ 73,618	\$ 1,490	2%
600.40 · Personnel Insurance				
600.40.10 - Health	\$ 141,602	\$ 123,635	\$ 17,966	15%
600.40.20 - Dental	\$ 3,696	\$ 3,937	\$ (240)	-6%
600.40.30 - Life & Disability	\$ 11,676	\$ 12,420	\$ (745)	-6%
600.40.40 - FSA & COBRA Mngm	\$ 1,362	\$ -	\$ 1,362	100%
Total 600 · Salaries & Benefits	\$ 1,311,819	\$ 1,252,842	\$ 58,977	5%
601 · Other Personnel Services (OPS)	\$ -	\$ -	\$ -	0%
610 · Insurance				
610.10 · Directors & Officers	\$ 3,334	\$ 3,451	\$ (117)	-3%
610.15 · Business Travel Accident	\$ 750	\$ 750	\$ -	
610.20 · Commercial Liability	\$ 7,143	\$ 7,092	\$ 50	1%
610.30 · Professional Liability	\$ 6,005	\$ 6,093	\$ (88)	-1%
610.25 · CyberRisk Liability	\$ 2,856	\$ 2,739	\$ 117	4%
610.50 · Worker's Comp (The Zenith)	\$ 1,494	\$ 1,614	\$ (120)	-7%
Total 610 · Insurance	\$ 21,581	\$ 21,739	\$ (158)	-1%
630 · Consultant Expense				
632 · Legal - FEMC General Counsel	\$ 10,000	\$ 10,000	\$ -	0%
633 · Accounting Services	\$ 39,000	\$ 42,174	\$ (3,174)	-8%
634 · Computer Consultants/Services	\$ 94,272	\$ 94,170	\$ 102	0%
635 · Human Resource Consultant	\$ 500	\$ 500	\$ -	0%
636 · Court Reporters	\$ 5,300	\$ 5,300	\$ 0	0%
638 · Prosecution/Enforcement	\$ 176,482	\$ 247,397	\$ (70,915)	-29%
639 · Contract Monitor	\$ 19,200	\$ 19,200	\$ -	0%
Total 630 · Consultant Expense	\$ 344,755	\$ 418,741	\$ (73,986)	-18%
616 · Publications (includes Study Guide)	\$ 19,279	\$ 16,589	\$ 2,690	16%
655 · Leased Equipment & Repair	\$ 22,330	\$ 22,805	\$ (475)	-2%
670 · Public Information & Outreach	\$ 15,250	\$ 17,000	\$ (1,750)	-10%
672 · Training/Board Members	\$ 1,500	\$ 1,500	\$ -	0%
673 · Board Member Honorarium	\$ 10,000	\$ 9,500	\$ 500	5%
626 · Copying & Printing				
626.20 · General Office	\$ 10,980	\$ 13,180	\$ (2,200)	-17%
626.25 · Legal	\$ 700	\$ 1,672	\$ (972)	-58%
Total 626 · Copying & Printing	\$ 11,680	\$ 14,852	\$ (3,172)	-21%
620 · Office Supplies	\$ 10,000	\$ 14,091	\$ (4,091)	-29%
620.10 · Bank Service Fees	\$ 1,320	\$ 1,380	\$ (60)	
620.50 · Computer Software and Supplies	\$ 19,929	\$ 25,985	\$ (6,056)	
Total 620 · Office Supplies	\$ 31,249	\$ 41,456	\$ (10,207)	-25%
625 · Postage				
625.40 · General Office	\$ 9,000	\$ 16,000	\$ (7,000)	-44%
Total 625 · Postage	\$ 9,000	\$ 16,000	\$ (7,000)	-44%
650 · Office Space				
651 · Lease Payment	\$ 139,889	\$ 135,814	\$ 4,074	3%
652 · Utilities	\$ -	\$ -	\$ -	
653 · Janitorial	\$ 1,615	\$ 1,400	\$ 215	15%
656 · Pest Control	\$ 300	\$ 300	\$ -	0%
657 · Security Monitoring	\$ 2,482	\$ 2,122	\$ 359	17%
658 · Moving Expenses	\$ -	\$ -	\$ -	
Total 650 · Office Space	\$ 144,285	\$ 139,637	\$ 4,649	3%
640 · Telephone				
640.10 · VoIP & Local Line Charges	\$ 13,320	\$ 13,200	\$ 120	1%
640.30 · Internet Access Charges	\$ 10,798	\$ 6,790	\$ 4,008	59%
640.40 · Conference Calls	\$ 1,200	\$ 1,320	\$ (120)	-9%
Total 640 · Telephone	\$ 25,318	\$ 21,310	\$ 4,008	19%
680 · Travel				
680.10 · Board/Committee Meetings	\$ 104,987	\$ 95,487	\$ 9,500	10%
680.20 · Investigative/Prosecutorial	\$ 2,700	\$ 2,603	\$ 97	4%
680.30 · NCEES Travel	\$ 10,000	\$ 13,000	\$ (3,000)	-23%
680.40 · General Travel	\$ -	\$ -	\$ -	0%
680.50 · Employee Training	\$ 13,330	\$ 12,500	\$ 830	7%
680.60 · Public Information Travel	\$ 8,000	\$ 10,495	\$ (2,495)	-24%
Total 680 · Travel	\$ 139,017	\$ 134,085	\$ 4,932	4%

FLORIDA ENGINEERS MANAGEMENT CORP

APPROVED OPERATING BUDGET 2020 - 2021

*Approved by FEMC Board of Directors 04/09/2020

	PROPOSED BUDGET 2020 - 2021	APPROVED BUDGET 2019 - 2020	Difference	Percent Change
702 · NCEES Fees for Dues/Tests	\$ 6,500	\$ 6,500	\$ -	0%
770 · Memberships/Registrations	\$ 4,289	\$ 3,725	\$ 564	15%
775 · Employment/Training	\$ 14,423	\$ 12,595	\$ 1,828	15%
740 · Renewal Expenses				
740.10 · Printing Renewal Notice	\$ 6,000	\$ -	\$ (6,000)	
740.20 · Mailing Renewal Notice	\$ 12,600	\$ -	\$ (12,600)	
740.30 · Printing Licenses	\$ -	\$ -	\$ -	
740.40 · Mailing Licenses	\$ -	\$ -	\$ -	
740.50 · Renewal OPS	\$ -	\$ -	\$ -	
740.60 · Renewal Supplies	\$ -	\$ -	\$ -	
740 · Total Renewal Expenses	\$ 18,600	\$ -	\$ 18,600	
ASSETS				
110 · Furniture & Equipment	\$ -	\$ -	\$ -	0%
110 · Computers & Software	\$ 10,000	\$ 10,000	\$ -	0%
115 · Leasehold Improvements	\$ -	\$ -	\$ -	
LIABILITIES				
600.50 · Accrued Leave Liability	\$ 10,000	\$ 10,000	\$ -	
	\$ 2,170,875	\$ 2,170,875	\$ 0	0%
	\$ (0)	\$ (0)	\$ (0)	

End of Attachment 7

	DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION DEPARTMENT POLICY
TITLE: Accounts Receivable and Write-off	POLICY NUMBER: 1.6 (Replaces Policy No. 1005-0003)
EFFECTIVE DATE: June 1, 2008 REVISED DATE: May 20, 2011; December 9, 2013; March <u>10</u>, 2017	APPROVED BY: <i>Matilde Miller</i> SECRETARY: Matilde Miller

1.6.01 PURPOSE

To establish a policy for the processing of account receivable, including when accounts are submitted to collection agencies.

1.6.02 SCOPE

The Bureau of Finance and Accounting facilitates the submission of account receivable to collection agencies after due diligence has been taken in collecting the account. Approval is received from the board or division, except when the board or division has the statutory authority to fulfill the role of the collection agency.

1.6.03 REFERENCES

Sections 17.04, 17.20, 95.11, 215.34(2), Florida Statutes
Chapter 69I-21.003, Florida Administrative Code (F.A.C.)
Chief Financial Officer Memoranda No. 15 (1988-89)
Generally Accepted Accounting Principles

1.6.04 DEFINITIONS

- A. Account Receivable: An amount due the Department from applicants, licensees, vendors, contractors, employees or other liable parties for goods and/or services furnished by the Department, including licenses, testing, non-refundable application

fees, as well as, amounts assessed and due for final orders, consent orders, judgments or settlements, fines, citations, penalties and returned items.

- B. Account Receivable Number: A number assigned in the debit memo system to represent a claim against a customer for services rendered.
- C. Bureau of Finance & Accounting (BFA): The Bureau of Finance and Accounting within Department of Business and Professional Regulation (DBPR).
- D. Chargeback: A debit to the state treasurer's account from a merchant services company as a result of a cardholder's successfully disputed claim. The transaction includes the unique merchant number linking the transaction to the merchant service company and DBPR.
- E. Collection Agency: A private entity approved by the Department of Financial Services (DFS), whose responsibility is the collection of past due account receivable.
- F. Debit Memo: A sequentially numbered, bank debit memorandum generated by the Division of Treasury and charged to DBPR denoting a chargeback has occurred. It contains the amount of the chargeback and identifies the merchant services company that debited the treasury account.
- G. Debit Memo System: A data base system maintained by the Bureau of Finance and Accounting to record debit memos and information related to each debit memo.
- H. Department: The Department of Business & Professional Regulation (DBPR).
- I. Dishonored Check/ Non-sufficient Funds (NSF): Accounting transactions denied (denoting a chargeback) or otherwise not honored by the financial institution or company because of insufficient funds or inaccurate account information. These include online payments.
- J. Division of Treasury: The Division of Treasury within the Department of Financial Services responsible for state treasury functions as it relates to debit memos, charge backs and liaison functions that fall under the purview of the state's Chief Financial Officer.
- K. Electronic Funds Transfer (EFT): Refers to a computer-based system used to perform financial transactions electronically. The common types of transactions include cardholder-initiated transactions whereby a cardholder makes use of a payment card, electronic payments by businesses including salary payments or electronic check clearing
- L. Generally Accepted Accounting Principles (GAAP): A collection of commonly followed accounting rules and standards for financial reporting.
- M. Versa Regulation: The proprietary software, used by the Department to process applications, issue licenses, account for financial transactions and execute applicable business-related transactions used by DBPR as required for licensing and regulatory activity.

- N. Municipal Services Bureau (MSB): The first choice collection agency, selected by the Department. Past due account receivable that is 120 days to 2 years old is submitted to MSB.
- O. Recognized Account Receivable: An Account Receivable is recognized by the Department when the Bureau of Finance and Accounting is notified of a non-sufficient Funds (NSF), that a chargeback has occurred, or a fine is past due.
- P. Service Fee: The state service fee charged for returned checks through the Division of Treasury pursuant to section 215.34(2), Florida Statutes.
- Q. Status 92: The status code in the Versa Regulation Compliance Module, used by boards and divisions, to mark past due fines as "Ready for Collections." The Status 92 report is a Crystal report query used to place past due accounts at MSB or UCB for collections.
- R. United Collections Bureau (UCB): The second choice collection agency, selected by the Department. Past due account receivable that is 2 to 5 years old is submitted to UCB.
- S. Write off: An accounting adjustment reflecting the portion of an account receivable determined to be uncollectible. Expectations for these accounts will remain in the Single Licensing System and will still be collected if debtor makes payment.

1.6.05 POLICY STATEMENT

This policy provides a general description of the structure of the Department's account receivable function. The Bureau of Finance and Accounting is responsible for monitoring account receivable. This policy covers the process of sending to collection agencies dishonored and NSF payments that are 120 days or older, and fines or penalties that have been designated ready for collections by the division or board.

1.6.06 RESPONSIBILITIES

- A. The BFA, Revenue Section, prepares account receivable for submission to the approved collection agencies.
- B. The dishonored checks, EFT, credit card charge backs, and stale dated or non-payment money orders are processed by the BFA. When the Division of Treasury notifies the BFA of a returned item, a service fee will be assessed (s. 215.34, F.S.) and added to the amount due (\$15 or 5 percent of the face amount of the check, draft, or order, whichever is greater, not to exceed \$150).
- C. BFA will send an initial NSF letter to the customer. Account receivable that is 90 days old but less than 120 days old and will be sent to MSB. This process is to be completed monthly for the NSF accounts that are 90 days old.
- D. The BFA will prepare fines, penalties, and other account receivable is to be submitted to collection agencies. Each month the Status 92 report for all boards and divisions will be retrieved from the Business Intelligence Launch Pad or other designated software in

Excel format. The BFA will use the Status 92 report (Excel) to gather fine and penalty accounts ready for placement at collection agencies.

- E. The BFA will use the Excel submission form provided by Department of Financial Services to submit fines, penalties, and other account receivable to MSB and/or UCB for collection. Account updates received from the boards, divisions and collection agencies will be recorded in the monthly account inventory.
- F. Accounts submitted to MSB will remain with that collection agency until the end of the contract period with MSB.
- G. The BFA will send accounts to the Department of Financial Services for write off pursuant to Generally Accepted Accounting Principles.

1.6.07 FORMS

None

ATTACHMENT 9
Year-End Incurred Obligations Procedure
Florida Engineers Management Corporation

Reference:

Section 216.301 (a) and (b), Florida statutes, requires each state agency and the judicial branch to identify any incurred obligation which has not been disbursed as of June 30th. The amounts identified as Incurred obligations must not exceed available appropriation balances by budget entity.

Any incurred amounts not disbursed by September 30th must be charged to the current fiscal year appropriation. If it is determined that there is not sufficient budget for any incurred items, payment will be made from the current fiscal year appropriation.

Incurred Obligations

Incurred obligations are items purchased and received by close of business on June 30th

Incurred Obligation Process:

At the end of each fiscal year operational accounting entries for that year cease and a new fiscal year begins. Although the old fiscal year has ended, agencies may have legal obligations for which the prior fiscal year appropriation may be used.

Complete the incurred obligation spreadsheet entering the vendor name, contract (order) date, received date, original amount, amount paid as of June 30, certified forward amount (amount left to be paid), the paid date once the obligation has been paid and a brief description of the obligation,. The invoice number can be entered in the description field if available. The "Date Goods/Services Received" will be the date goods or services are actually received and the "Original Contract Date" will be the date the purchase order or contract is issued. The contract date and received date must be prior to July 1

On or about October 1 the spreadsheet must be resubmitted to the Contract Manager with the date paid for each obligation.

Timelines:

- On or about July 16th, Incurred obligations to be processed as current fiscal year disbursements must be reported to the Contract Manager using a spreadsheet provided by the Department.
- Incurred Obligations expire September 30th each fiscal year.
- On or about October 1 a final spreadsheet will be submitted to the Contract Manager with all paid obligations noted in the "Date Paid" column.

Credit Card Payables:

Credit card payables must be accompanied by documentation demonstrating the payable was incurred (charged) and received prior to July 1.

End of Attachment 9

ATTACHMENT 10

DEPARTMENT INFORMATION TECHNOLOGY RESOURCES AND DATA ACCESS SECURITY

The Contractor shall comply with Rule 74-2, Florida Administrative Code (F.A.C.), and comply with the following data security requirements in the event the Contractor has access to any Department data systems or software:

- a. Data Security Officer: The Contractor shall designate an appropriately skilled individual to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's Division of Technology and shall maintain an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes submitting required access request documents for Department approval, and tracking all contractor employees that have access to any Departmental data system or information. The Data Security Officer shall ensure that user access to the data system or information is timely removed for all separated Contractor employees. The Contractor agrees to notify the Department's assigned contract manager in writing within twenty-four (24) hours of employee resignations or layoffs, and immediately for involuntary terminations for staff that have access to the Department's information systems. As applicable, the Contractor shall execute a network connection agreement that shall ensure compliance with Department security policies prior to connection to the Department's internal network as required by Rule 74-2, F.A.C.
- b. Security Policies and Attestation: All Contractor employees who have access to Departmental information technology systems and/or Department data shall be required to read and comply with all appropriate Department information technology security policies and shall sign and submit to the Department's assigned contract manager an attestation that they have read, understood and agree to comply with each policy. Upon execution of this contract, the Department's assigned contract manager shall provide a copy of all appropriate Department information technology security policies to the Contractor.
- c. Technology Access: The Department reserves the right, at its sole discretion, to grant permissions for access to Department network, systems, and data. Any staff employed by an entity under contract to the Department must be granted specific permission by the Department for access to the Department's network, systems, and data. The Department reserves the right to unilaterally suspend access for security reasons. Contractor employees shall be granted access to Department information technology resources based on the principles of "least privilege" and "need to know." The Department's assigned contract manager, in conjunction with the Department's Division of Technology, shall conduct quarterly access reviews of the Contractor's employees to ensure that access for separated employees was timely reported and removed.
- d. Employee Background Screening: Background screening is required for all Contractor employees hired as Information Technology workers with access to information processing facilities, or who have system, database, developer, network, or other administrative capabilities for systems, applications, or servers with risk categorization of moderate or high. The Contractor agrees to conduct Level 2 background screening for such employees as described in s. 435.05, F.S., and Rule 74-2, F.A.C., at the Contractor's expense. For other Contractor employees who request access to Department data or

information technology systems but do not fall into the above category, the Contractor agrees to conduct a Level 1 background screening as described in s. 110.1127 and s. 435.05, F.S., at the Contractor's expense . For each Contractor employee, the Contractor shall sign and submit to the Department's assigned contract manager an attestation, provided by the Department, that verifies the appropriate Level 1 or Level 2 background screening was completed and reviewed by the Contractor; that the screening has not revealed disqualifying information pursuant to ss. 435.03 (2) and (3), F.S. (for level 1) or ss. 435.04 (2) and (3), F.S. (for Level 2), or computer-related crimes pursuant to Chapter 815, F.S.; and that the Contractor assumes responsibility for the employee's use of the Department's data and information resources.

- e. Employee Security Training: The Contractor shall provide information security awareness training to employees with access to Department information technology resources and data in accordance with Rule 74-2, F.A.C. Initial training shall be provided within 30 days of contract execution or employment start date, and annually thereafter. Employees with access to records that are exempt or confidential and exempt from public records disclosure requirements shall be given specialized training regarding access and use of this information. All information security awareness training materials used by the Contractor shall be submitted to the Department's assigned contract manager upon request. The Contractor shall maintain records of individuals who have completed initial and annual security awareness training and shall make these records available to the Department upon request.
- f. Data Protection: Vendors, contractors, and providers employed by the Department or acting on behalf of the Department shall comply with the Department's information technology security policies, and employ adequate security measures to protect agency information, applications, data, resources, and services. These measures include protecting technology resources through physical controls such as building security and strategic placement of computer monitors. If Department data will reside on the Contractor's system, the Department may conduct, or request the Contractor conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system on which Department data resides. No Department data or information shall be stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law or expressly agreed to by the Department.
- g. Data Encryption: The Contractor shall make every effort to protect and avoid unauthorized release of any sensitive, exempt or confidential information by ensuring both data and storage devices are encrypted. If encryption of these devices is not possible, then the Contractor shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices. Remote data access shall be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the Department.
- h. Sensitive, Exempt and Confidential Information: Vendors, contractors, and providers employed by the Department or acting on behalf of the Department shall protect sensitive, exempt and confidential information from unauthorized access and use as required by the Department's information technology security policies. Such information includes, but is not limited to, personal information as described in ss. 501.171(g), F.S. Access to sensitive, exempt and confidential data shall be granted to the Contractor and subcontractors by the Department on a need to know basis. Except as required by law or

legal process and after notice to the Department, the Contractor shall not divulge to third parties any sensitive, exempt or confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contractual services.

- i. Investigation of Breaches: The Department shall have the right to investigate any error attributable to the Contractor relating to access or dissemination of exempt or confidential and exempt records, as well as any instance of lost or missing data. The Department may take appropriate legal action as a result of such investigation.
- j. Security Breach Notification: The Contractor agrees to notify the Department's assigned contract manager as soon as possible, but no later than 3 business days following the determination of any breach or potential breach of personal information and/or confidential departmental data. The Contractor shall provide notice to affected parties of a security breach in accordance withs. 501.171, F.S.
- k. Equipment Sanitization: The Contractor shall enforce a procedure for sanitizing surplus or transferred equipment to protect any sensitive or confidential Department data that may reside on that equipment. At a minimum, the Contractor shall ensure that sanitization is completed according to acceptable methods described in Rule 74-2, F.A.C., and provide documentation to the Department's Division of Technology, evidencing completion of the equipment sanitization.
- l. Contract Termination: Upon contract termination or expiration, the Contractor will:
 - i. Copies: Submit to the Department's assigned contract manager copies of all finished or unfinished documents, data studies, correspondence, reports and other products prepared by or for the Contractor under this contract; submit copies of all Department data to the Department in a format to be designated by the Department in accordance withs. 119.0701, F.S.; shred or erase parts of any retained duplicates containing personal information (as defined bys. 501.171, F.S.); all copies containing personal information must be made unreadable;
 - ii. Originals: Retain its original records such as data required by this contract and maintain (in confidence to the extent required by law) the Contractor's original records in un-redacted form, until the records retention schedule expires according to State of Florida General Records Schedule GS1-SL, and to reasonably protect such documents and data during any pending legal hold, investigation or audit;
 - iii. Both copies and originals: Upon expiration of all retention

schedules and legal holds, audits or investigations, with notice to the Department, destroy all Department data from the Contractor's systems, including but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

- m. Subcontractors: The Contractor shall require that any entities subcontracting with the Contractor who are granted access to Department data or information technology systems comply with the data security requirements stated above.

ATTACHMENT 11
ENDORSEMENT STAMP

**PAY TO THE ORDER OF
WELLS FARGO
FOR DEPOSIT ONLY
CHIEF FINANCIAL OFFICER OF
FLORIDA BPR
FL BOARD OF PROF
ENGINEERS LOCATION 7900009
ACCOUNT#
001009073301**

End of Attachment 11

Attachment 12

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

ARTICLES OF INCORPORATION
& BY-LAWS

2026 ANNUAL REPORT

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on February 5, 1999, for FLORIDA ENGINEERS MANAGEMENT CORPORATION, a Florida corporation, as shown by the records of this office.

The document number of this corporation is N97000005608.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifth day of February, 1999



CR2EO22 (1-99)

Katherine Harris

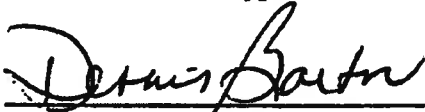
Katherine Harris
Secretary of State

ARTICLES OF AMENDMENT AND RESTATEMENT
TO THE
ARTICLES OF INCORPORATION
OF
FLORIDA ENGINEERS MANAGEMENT CORPORATION

FILED
99 FEB -5 PM 3:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of §617.1006 F.S., the Florida Engineers Management Corporation, a Florida non-profit corporation, adopts the following Articles of Amendment and Restatement to its Articles of Incorporation:

1. The amended and restated Articles of Incorporation as set forth in Attachment "A".
2. The amended and restated Articles of Incorporation were adopted by unanimous written consent on January 29, 1999.
3. The amended and restated Articles of Incorporation were adopted by the members and directors of the Florida Engineers Management Corporation by sufficient vote for approval.



Dennis Barton, President

2/5/99

Date

"A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

FLORIDA ENGINEERS MANAGEMENT CORPORATION

(A Florida Nonprofit Corporation)

ARTICLE I. NAME

The name of this corporation shall be Florida Engineers Management Corporation.

ARTICLE II. COMMENCEMENT & DURATION

This corporation's duration shall be perpetual, unless it is hereafter dissolved according to law.

ARTICLE III. PURPOSE

This corporation is being formed for the benefit of the Department of Business and Professional Regulation and the Board of Professional Engineers for the purpose of providing administrative, investigative, and prosecutorial services as provided in §471.038 F.S. and any amendments thereto, and engaging in the transaction of any and all activities permitted under the laws of Florida and the United States of America. This corporation is irrevocably dedicated to and operated exclusively for non-profit purposes; and no part of the income or assets of the corporation shall be distributed to, nor inure to the benefit of any individual.

The purposes for which this organization is organized are exclusively religious, charitable, scientific, literary and educational within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

ARTICLE IV. POWERS

This corporation may do and perform all such acts and things, including those generally allowed by the laws of Florida relative to nonprofit corporations, as now existing, or as the law may henceforth provide, as from time to time may be necessary or expedient to the exercise of any and all of its corporate functions, powers, and rights.

Notwithstanding any other provisions of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

ARTICLE V. MEMBERSHIP

Membership in the corporation shall, at all times, be limited to individuals appointed to the Board of Directors as provided in §471.038 F.S. The power of appointment and the power to withdraw that appointment shall be as set forth in §471.038 F.S.

ARTICLE VI. BOARD OF DIRECTORS

This corporation's initial Board of Directors shall have seven directors as set forth in §471.038 F.S. The directors of this corporation must, at all times, be members of this corporation and shall be the only members of this corporation. The directors named herein, comprising the initial Board of Directors, shall hold office until their successors are duly qualified. The name and address of each individual who shall serve as a member of the Initial Board of Directors are:

Eugene Bechamps, P.E.
E.N. Bechamps and Associates, Inc.
5200 Blue Lagoon Drive, Suite 150
Miami, FL 33126

Charles E. Langbein, Jr., P.E.
120 Parkside Drive, S.E.
Winter Haven, FL 33884

William H. Palm, P.E.
Glace & Radcliffe, Inc.
630 Wymore Rd.
Maitland, FL 32751

Charles L. Proctor, II, Ph.D., P.E.
69 Turkey Creek
1174D N. W. 71st Terrace
Alachua, FL 32615

Michael A. Shorstein
Shorstein & Kelly, P.A.
1660 Prudential Drive, Suite 402
Jacksonville, FL 32207

Ben G. Watts, P.E.
Carter & Burgess
1000 Legion Place, Suite 1400
Orlando, FL 32801

Lamar Winegeart
Winegeart & Graessle, P.A.
219 Newnam Street
Jacksonville, FL 32202

ARTICLE VII. OFFICERS

The officers shall consist of a president, a secretary, and a treasurer. This corporation may have such other officers as may be provided in the corporate Bylaws. The officers shall be elected annually by the Board of Directors. The manner of the election of the officers shall be specified in the corporate Bylaws.

ARTICLE VIII. INDEMNIFICATION

This corporation shall indemnify any officer, director, employee, or agent, and any former officer, director, employee, or agent, to the full extent permitted by law.

ARTICLE IX. PRINCIPAL OFFICE & INITIAL REGISTERED OFFICE & AGENT

The initial address of this corporation's principal office shall be:

1208 Hays Street
Tallahassee, FL 32301

The name of the individual who shall serve as this corporation's initial registered agent and the address is:

Dennis Barton
1208 Hays Street
Tallahassee, FL 32301

ARTICLE X. INCORPORATORS

The name and address of the subscriber to these Articles of Incorporation is:

Dennis Barton
1208 Hays Street
Tallahassee, FL 32301

ARTICLE XI. BYLAWS

Corporate Bylaws will be hereinafter adopted by the Board of Directors. The corporate Bylaws may be amended or repealed, in whole or in part, by the Board of Directors in the manner provided therein, provided that they are not inconsistent with the provisions of these Articles of Incorporation. The Bylaws and any amendments thereto shall also be approved as provided in §471.038 F.S.

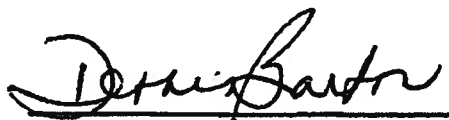
ARTICLE XII. AMENDMENTS

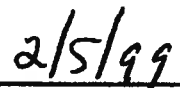
Amendments to these Articles of Incorporation shall be adopted by a resolution of the Board of Directors subject to the approval as provided in §471.038 F.S.

ARTICLE XIII. ASSETS UPON DISSOLUTION

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of any future Federal tax code, or shall be distributed to the Federal, state, or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes.

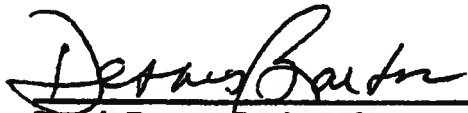
This corporation's subscriber, for the purpose of forming this nonprofit corporation under the laws of Florida, has executed these Articles of Incorporation, on the date indicated next to his signature.


Dennis Barton


Date

ACCEPTANCE OF REGISTERED AGENT

I hereby accept my designation as resident agent and agree to serve as the resident agent of Florida Engineers Management Corporation. I hereby state that I am familiar with and accept the duties and responsibilities as registered agent for The Florida Engineers Management Corporation.


Dennis Barton - Registered Agent

CAUSERSADLWEMCEENGINEERLAGI

BYLAWS
OF
FLORIDA ENGINEERS MANAGEMENT CORPORATION

ARTICLE I. NAME & LOCATION OF CORPORATION

The name of this corporation is Florida Engineers Management Corporation.

The corporation may have such corporate offices, anywhere within and without the state of its incorporation as the Board of Directors from time to time may appoint, or the business of the corporation may require. The “principal place of business” or “principal business” or “executive” office or offices of the corporation may be fixed and so designated from time to time by the Board of Directors.

ARTICLE II. PURPOSE

The purpose of this corporation is to transact any lawful business under the laws of the State of Florida as contemplated in Section 471.038, Florida Statutes, and the Articles of Incorporation.

ARTICLE III. MEMBERSHIP

Membership in the corporation shall, at all times, be limited to individuals appointed to membership as provided in Section 471.038, Florida Statutes, and who shall also serve as the Board of Directors. The power of appointment to membership, and the power to withdraw that appointment and rescind the membership, shall be set forth in Section 471.038, Florida Statutes.

Any member may resign by submitting a written resignation to the Board of Directors and to the Secretary of the Department of Business and Professional Regulation (the “Department”) and the Board of Professional Engineers; and thereupon such resignation shall become effective forthwith without need of any acceptance, unless otherwise specified therein.

Any member may be removed from membership as provided in Section 471.038, Florida Statutes.

ARTICLE IV. MEETING

Section A. Place Of Meetings

Meeting shall be held at the principal office or place of business of the corporation or at such other suitable place as may be designated by the Board of Directors.

Section B. Annual Meetings

An annual meeting shall be held on such day and date and at such time as may be expressly determined by a majority of directors. Notice of the annual meetings shall be given in writing to each director. The members may transact such business of the corporation as may properly come before them including the election of a Chairperson and a Vice-Chairperson, and election of officers. Notice of annual meetings shall also be provided to members of the public as required by Section 286.011, Florida Statutes.

Section C. Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given in writing to each director. Notice of all regular meetings shall also be provided to members of the public as required by Section 286.011, Florida Statutes.

Section D. Special Meetings

Special meetings of the Board of Directors may be called by the Chairperson by giving written notice to each director, which notice shall state the time, place, and purpose of the meetings. Special meetings of the Board of Directors shall be called by the president or secretary, in like manner and on like notice, on the written request of at least three directors.

Notice of all special meetings shall also be provided to members of the public as required by Section 286.011, Florida Statutes

Section E. Waiver Of Notice

Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. However, notice of meetings to members of the public that is required by Section 286.011 may not be waived. Attendance by a director at any meeting of the board shall be a waiver of notice by him or her of the time and place thereof. If all the directors are present at any meeting of the board, no notice to directors shall be required and any business may be transacted at such meeting. To the extent permitted by law, any lawful action of the Board of Directors may be taken without a meeting if written consent to such action is signed by all the directors and filed with the minutes of the board.

Section F. Quorum

At all meetings of the Board of Directors, a majority of the directors then serving shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, except where a larger number is required by law, Articles of Incorporation, or these Bylaws. If, at any meeting of the Board of Directors there is less than a quorum present, the majority of these present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted provided notice is given to members of the public as required by Section 286.011, Florida Statutes.

ARTICLE V. BOARD OF DIRECTORS

Section A. Number & Term Of Office

The affairs of the corporation shall be governed by a Board of Directors composed of seven (7) persons appointed as provided in Section 471.038, Florida Statutes. Appointments shall be for 4-year terms, and no member shall serve more than two consecutive terms. The term of the directors named in the Articles of Incorporation shall expire when their successors have been appointed and have been duly qualified. Directors shall hold office until their term expires.

Section B. Governing Powers

The Board of Directors shall have all powers and duties necessary or appropriate for the administration of the affairs of this corporation and may do all such acts and things as are by law or by the Articles of Incorporation or by these Bylaws directed to be exercised and done by the members.

Section C. Vacancies

Vacancies in the Board of Directors shall be filled by appointment as provided in Section 471.038, Florida Statutes.

Section D. Compensation

Compensation shall be paid to directors for their services in accordance with Section 112.061, Florida Statutes. Directors, officers, and employees shall be reimbursed for expenses incurred by them in the performance of their duties in accordance with Section 112.061, Florida Statutes.

ARTICLE VI. OFFICERS

Section A. Authorized Officers

The principal officers of the corporation shall be a president, a secretary and a treasurer, and there may be one or more vice presidents, all of whom shall be elected by the Board of Directors. No two offices, except those of secretary and treasurer, may be held by the same person. The directors may appoint an assistant secretary and assistant treasurer, and such other officers as in their judgment may be necessary.

Section B. Election of Officers and Chairpersons.

The officers of the corporation and the Chairperson and Vice-Chairperson of the Board of Directors shall be elected annually by the Board of Directors at its annual meeting. Unless sooner removed by the Board, the officers and chairs shall serve for a term of one year and until their successors are elected and shall qualify. Any vacancies occurring in offices or chairs shall be filled by the Board of Directors, from time to time. The Board of Directors shall appoint such temporary or acting officers or chairs as may be necessary during the temporary absence or disability of the regular officers or chairs.

Prior to each annual meeting of the Board of Directors, the Chair and Vice-Chair shall meet for purposes of developing recommendations for the election, or re-election, of officers and chairs. Notice of the meeting shall be provided to members of the public as required by Section 286.011, Florida Statutes.

Section C. Removal

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors or at any special meeting called for such purpose.

Section D. President

The president shall be the chief executive officer of the corporation. He or she shall have all the general powers and duties which are usually vested in the office of president of a corporation.

Section E. Vice President

There may be one or more vice presidents, as the Board of Directors shall from time to time determine. In the absence or disability of the president, the first vice president, shall perform the duties and exercise the powers of the president. The vice president shall also perform such other duties as shall be prescribed by the Board of Directors.

Section F. Secretary

The secretary or his or her designee shall keep the minutes of all meetings of the Board of Directors, of the membership, and of the Executive Committee. He or she shall have custody of the seal of the corporation, and of such other books and records of the corporation as the Board of Directors may provide. He or she shall perform the duties and functions customarily performed by the secretary of a corporation together with such other duties as the Board of Directors may prescribe.

Section G. Treasurer and Comptroller

The treasurer shall have custody of the corporate funds and securities, and shall keep full and accurate account of all receipts and disbursements in books belonging to the corporation and

shall deposit all moneys and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render an account of all his or her transactions as treasurer and of the financial condition of the corporation whenever called upon to do so.

ARTICLE VII. AMENDMENTS

Except as otherwise required by law, these Bylaws may be amended at any regular meeting of the Board of Directors or at any special meeting called for that purpose, provided that written notice of the proposed amendment shall have been given at least ten (10) days prior to such meeting.

ARTICLE XIII. CORPORATE SEAL

The Board of Directors shall provide a suitable corporate seal containing the name of the corporation, which seal shall be in the charge of the secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the treasurer or any assistant secretary or assistant treasurer.

ARTICLE IX. FISCAL MANAGAMENT

Section A. Fiscal Year

The fiscal year of the corporation shall begin on the first day of July of every year, except that the first fiscal year of the corporation shall begin at the date of incorporation.

Section B. Auditing & Reports

At the close of each fiscal year, the books and records of the corporation shall be audited. The president of the corporation shall cause to be prepared annually a full and correct statement of the affairs of the corporation, including a balance sheet and financial statement of operations

for the preceding fiscal year. Such audit shall comply with the requirements of Section 471.038(3)(k), Florida Statutes, and be submitted to the Board of Directors, the Department, and the Auditor General for review.

Section C. Execution Of Corporate Documents

With the prior authorization of the Board of Directors, all contracts shall be executed on behalf of the corporation by either the president or any other officer that has been delegated such authority in writing. All notes or checks shall be executed on behalf of the corporation by at least two of the following officers of the corporation: president, vice president, secretary, or treasurer.

Section D. Fidelity Bonds

The Board of Directors may require that all officers and employees of the corporation having custody or control funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the corporation.

Section E. Indemnity

Each officer, director, employee or agent of the corporation shall be indemnified by the corporation in the manner and to the extent provided in Sections 617.0831 and 607.0850, Florida Statutes.

Approved and adopted as the Bylaws of the Corporation this 4 day of April 2018.


Secretary

ANNUAL BUDGET:
FISCAL YEAR 2026

2026 ANNUAL REPORT

FLORIDA ENGINEERS MANAGEMENT CORP

PROPOSED OPERATING BUDGET 2025 - 26 - Amendment 1 07/01/25

Original Approved by FEMC Board 04/08/2023
Amendment #1 Approved by FEMC Board 09/26/2025

Original Approved by FEMC Board 04/08/2025 Amendment #1 Approved by FEMC Board 08/26/2025		PROPOSED Budget	Amended 2025 -	APPROVED BUDGET 2025 - 2026	Difference	Percent Change	Comments
Income							
500 - State Contract							
	DBPR	\$	(2,270,000)	\$	(2,070,000)	\$	(200,000)
	UNLICENSED ACTIVITY	\$	(100,875)	\$	(100,875)	\$	-
Total 500 - Income		\$	(2,370,875)	\$	(2,170,875)	\$	(200,000)
						8.4%	Increase in Contract Revenue
Expenses							
600 - Salaries & Benefits							
	600.10 - Salaries - Full Time Wages	\$	981,604	\$	967,828	\$	13,776
	600.20 - Retirement	\$	91,044	\$	95,839	\$	(4,795)
	600.30 - Payroll Taxes	\$	75,198	\$	74,130	\$	1,068
	600.40 - Personnel Insurance						
	600.40.10 - Health	\$	140,827	\$	148,431	\$	(7,604)
	600.40.20 - Dental	\$	2,693	\$	2,969	\$	(276)
	600.40.30 - Life & Disability	\$	13,790	\$	14,239	\$	(449)
	600.40.40 - FSA Admin Fee	\$	480	\$	480	\$	-
	600.45 - Cell Phone Allowance - Senior Staff (5)	\$	4,500	\$	-	\$	4,500
	600.50 - Accrued Leave Expense	\$	157,118	\$	-	\$	157,118
Total 600 - Salaries & Benefits		\$	1,467,252	\$	1,303,916	\$	163,337
601 - Temp Staffing		\$	17,640	\$	-	\$	17,640
610 - Insurance							
	610.10 - Directors & Officers	\$	2,302	\$	2,339	\$	(37)
	610.15 - Business Travel Accident	\$	750	\$	750	\$	-
	610.20 - Commercial Liability	\$	8,875	\$	8,789	\$	86
	610.30 - Professional Liability	\$	6,010	\$	6,249	\$	(239)
	610.25 - CyberRisk Liability	\$	2,438	\$	3,105	\$	(667)
	610.50 - Worker's Comp (The Zenith)	\$	1,312	\$	1,312	\$	-
Total 610 - Insurance		\$	21,687	\$	22,544	\$	(857)
630 - Consultant Expense							
	632 - Legal - FEMC General Counsel	\$	20,000	\$	10,000	\$	10,000
	633 - Accounting Services	\$	31,400	\$	31,400	\$	-
	634 - Computer Consultants/Services	\$	138,702	\$	125,702	\$	13,000
	635 - Human Resource Consultant	\$	1,000	\$	500	\$	500
	636 - Court Reporters	\$	4,014	\$	4,014	\$	-
	638 - Prosecution/Enforcement	\$	231,516	\$	214,181	\$	17,335
	639 - Contract Monitor	\$	19,200	\$	19,200	\$	-
Total 630 - Consultant Expense		\$	445,832	\$	404,997	\$	40,835
616 - Publications (includes Study Guide)		\$	15,250	\$	15,250	\$	-
655 - Leased Equipment & Repair		\$	15,366	\$	14,916	\$	450
670 - Public Information & Outreach		\$	11,287	\$	11,287	\$	-
672 - Training/Board Members		\$	-	\$	-	\$	-
673 - Board Member Honorarium		\$	10,300	\$	10,300	\$	-
626 - Copying & Printing							
	626.20 - General Office	\$	8,003	\$	8,000	\$	3
	626.25 - Legal	\$	1,115	\$	1,115	\$	-
Total 626 - Copying & Printing		\$	9,118	\$	9,115	\$	3
620 - Office Supplies							
	620.10 - Bank Service Fees	\$	16,155	\$	16,155	\$	-
	620.50 - Computer Software and Supplies	\$	500	\$	-	\$	500
Total 620 - Office Supplies		\$	30,515	\$	30,515	\$	-
		\$	47,170	\$	46,670	\$	500
625 - Postage							
	625.40 - General Office	\$	15,500	\$	12,180	\$	3,320
Total 625 - Postage		\$	15,500	\$	12,180	\$	3,320
650 - Office Space							
	651 - Lease Payment	\$	105,534	\$	105,534	\$	-
	652 - Utilities	\$	14,591	\$	14,591	\$	-
	653 - Janitorial	\$	10,230	\$	10,230	\$	-
	656 - Pest Control	\$	425	\$	425	\$	-
	657 - Security Monitoring	\$	1,193	\$	1,193	\$	-
	658 - Moving Expenses	\$	-	\$	-	\$	-
	659 - Leasehold Improvements (Non-Capital)	\$	800	\$	-	\$	800
Total 650 - Office Space		\$	132,772	\$	131,973	\$	800
640 - Telephone							
	640.10 - VoIP Charges	\$	7,344	\$	7,344	\$	-
	640.30 - Internet Access Charges	\$	11,554	\$	11,554	\$	-
	640.40 - Conference/Video Calls	\$	162	\$	162	\$	-
Total 640 - Telephone		\$	19,059	\$	19,060	\$	-
680 - Travel							
	680.10 - Board/Committee Meetings	\$	52,897	\$	52,897	\$	-
	680.20 - Investigative/Prosecutorial	\$	2,000	\$	2,000	\$	-
	680.30 - NCEES Travel	\$	19,500	\$	19,500	\$	-
	680.40 - General Travel	\$	60	\$	60	\$	-
	680.50 - Employee Training Travel	\$	19,276	\$	19,276	\$	-
	680.60 - Public Information Travel	\$	7,800	\$	7,800	\$	-
Total 680 - Travel		\$	101,533	\$	101,533	\$	-
702 - NCEES Fees for Dues/Tests		\$	6,500	\$	6,500	\$	-
770 - Memberships/Registrations		\$	3,984	\$	3,984	\$	-
775 - Employment/Training		\$	16,000	\$	14,150	\$	1,850
740 - Renewal Expenses							
	740.10 - Printing Renewal Notice	\$	-	\$	-	\$	-
	740.20 - Mailing Renewal Notice	\$	-	\$	-	\$	-
740 - Total Renewal Expenses		\$	-	\$	-	\$	-
ASSETS							
	110 - Furniture & Equipment	\$	-	\$	-	\$	-
	110 - Computers & Software	\$	14,625	\$	30,000	\$	(15,375)
	115 - Leasehold Improvements	\$	-	\$	-	\$	-
LIABILITIES							
	600.50 - Accrued Leave Liability	\$	-	\$	12,500	\$	(12,500)
		\$	2,370,875	\$	2,170,875	\$	200,000
		\$	-	\$	-	\$	-

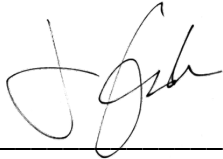
FEMC ANNUAL
CERTIFICATION

2026 ANNUAL REPORT



**Certification of the
Florida Engineers Management Corporation
2025-2026**

Pursuant to Section 471.038(3)(j)2., Florida Statutes, and the terms of Contract Number 21-00001 between FEMC and the Department of Business and Professional Regulation, the Board of Professional Engineers certifies that based on the information available and reviewed for FEMC's 2025-2026 fiscal year performance under the contract, FEMC is complying with the terms of the contract in a manner consistent with the goals and purposes of the Board and in the best interest of the State.

A handwritten signature in black ink, appearing to read 'J. Gonzalez', is positioned above a horizontal line.

James Gonzalez, Public Member, Chair
Board of Professional Engineers

Date: August 5, 2026

FINANCIAL
COMPLIANCE

2026 ANNUAL REPORT

FEMC 
Florida Engineers Management Corporation

Financial Statements
and Supplementary Information

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

*Years ended June 30, 2026 and 2025
with Report of Independent Auditors*



Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Financial Statements
and Supplementary Information

Years ended June 30, 2026 and 2025

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Report of Independent Auditors

Board of Directors
Florida Engineers Management Corporation

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Florida Engineers Management Corporation (the Corporation), which comprise the statements of net position as of June 30, 2026 and 2025, the related statements of revenues, expenses and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Corporation, as of June 30, 2026 and 2025, and the changes in its net position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the the Corporation, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern within one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the the Corporation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 5 through 8 be presented to supplement the financial statements. Such information is the responsibility of management and, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Corporation's basic financial statements. The schedule of expenditures of state financial assistance, as required by Chapter 10.650, *Rules of the Auditor General*, and the schedule of findings and questioned costs - state financial assistance projects are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of expenditures of state financial assistance and the schedule of findings and questioned costs - state financial assistance projects are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated August 26, 2026 on our consideration of the Corporation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Corporation's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Corporation's internal control over financial reporting and compliance.

Thomas Howell Ferguson P.A.

Tallahassee, Florida

August 26, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the annual financial report of the Florida Engineers Management Corporation (the Corporation) presents management's discussion and analysis of the Corporation's financial performance during the fiscal years ended June 30, 2026, and 2025. It should be read in conjunction with the Corporation's financial statements immediately following this section.

Background and Funding Information

The Florida Engineers Management Corporation (the Corporation) is a nonprofit corporation created by Chapter 97-312, Laws of Florida, Section 471.038, Florida Statutes, enacted by the 1997 Florida Legislature. Its purpose is to provide administrative, investigative, and prosecutorial services to the Florida Board of Professional Engineers (the Board). The Corporation receives funding from legislative appropriations to the Florida Department of Business and Professional Regulation (the Department). The fiscal year is July 1 through June 30.

The Corporation's Board comprises seven members: five members appointed by the Florida Board of Professional Engineers, who must be registrants in Florida, and two appointed by the Secretary of the Department of Business and Professional Regulation, who must be laypersons not regulated by the Board.

Overview of the Financial Statements

This annual report consists of management discussion, analysis, and financial statements. The Corporation's reporting entity consists of one enterprise fund. Therefore, the financial statements provide information about the Corporation's overall financial status. The notes provide additional information essential to understanding the data in the financial statements.

The Corporation's financial statements include the Statements of Net Position, the Statements of Revenues, Expenses, and Changes in Net Position, and the Statements of Cash Flows.

- The Statements of Net Position present information on all assets and liabilities of the Corporation, with the difference between the assets and liabilities reported as net position.
- The Statements of Revenues, Expenses, and Changes in Net Position present information on all revenues and expenses of the Corporation, as well as the changes in net position.
- The Statements of Cash Flows present information regarding changes in cash resulting from cash receipts and cash disbursements during the reporting period.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Financial Highlights

The Corporation remains steadfast in its commitment to delivering exceptional service to applicants, licensees, and the public while exercising prudent fiscal oversight and disciplined budget management. Strategic investments in technology and process improvements have streamlined workflows, accelerated application processing, and reduced personnel-related costs without compromising service quality.

The Corporation has also broadened its outreach and educational initiatives to promote the value of professional licensure and help combat unlicensed activity. Through presentations at universities and professional organizations throughout Florida, contributions to industry publications, and an active social media presence, the Corporation continues to strengthen public awareness, engage key stakeholders, and advance its mission.

Financial Analysis

Statements of Net Position

The following schedule provides a summary of the assets, liabilities, and net position of the Corporation as of June 30, 2026, and 2025:

	<u>2026</u>	<u>2025</u>
Assets		
Current assets	\$ 438,048	\$ 498,381
Capital assets, net	51,964	68,573
Other non-current assets	162,751	272,559
Total assets	<u>\$ 652,763</u>	<u>\$ 839,513</u>
Liabilities		
Current liabilities	\$ 326,908	\$ 412,490
Non-current liabilities	45,722	164,905
Total liabilities	<u>\$ 372,630</u>	<u>\$ 577,395</u>
Net position		
Net investment in capital assets	39,676	50,596
Restricted	240,457	211,522
Total net position	<u>\$ 280,133</u>	<u>\$ 262,118</u>

Total assets decreased due to a decrease in net capital assets and other non-current assets. Total liabilities decreased primarily due to the accrued leave payout and a reduction in the non-current lease liability.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Statements of Revenues, Expenses, and Changes in Net Position

The following schedule provides a summary of the revenues, expenses, and changes in net position for the years ended June 30, 2026, and 2025:

	<u>2026</u>	<u>2025</u>
Operating revenues	\$ 2,370,875	\$ 2,170,875
Operating expenses	<u>2,222,198</u>	<u>2,124,788</u>
Excess of operating revenues over expenses	<u>148,677</u>	<u>46,087</u>
Non-operating revenues (expenses)	<u>(5,509)</u>	<u>(2,636)</u>
	143,168	43,451
Reversion to the state of Florida	<u>(125,153)</u>	<u>(76,130)</u>
Change in net position	18,015	(32,679)
Total net position, beginning of year	<u>262,118</u>	<u>294,797</u>
Total net position, end of year	<u>\$ 280,133</u>	<u>\$ 262,118</u>

Operating Revenues

The Florida Engineers Management Corporation is funded by a line-item legislative appropriation set out in the Department of Business and Professional Regulation's annual budget.

Operating Expenses

The excess revenue over expenses of \$143,168 is due to management's continued diligence in minimizing operating expenses. Operating expenses of \$2,224,104 were 6% under budget, but \$96,394 more than the fiscal year ending June 30, 2025.

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

The Corporation's operating revenue and expenses for the fiscal year ending June 30, 2026, focused on the following major areas:

In December, the FEMC Board of Directors approved the new Flexible Paid Time Off (FPTO) policy. FEMC implemented this policy to encourage employees to take time off and rest, reduce administrative overhead, remove payout liability, and remain competitive in the workforce. FEMC management emphasizes that this policy is based on trust, rather than rigid entitlement tracking.

The legal team processed a 47% increase in total legal complaints, with a 60% increase in formal reviews over last year. The prosecutorial consultant line-item expense was 52% higher than last fiscal year due to increased complaints and subsequent investigations, as well as a 13% increase in the hourly rate paid to expert witnesses. Most of these complaints consisted of allegations of negligence, misconduct, and fraud, which continue to be on the rise.

The Corporation completed the transition to Microsoft OneDrive for most of its documents and storage and decommissioned the on-premises server and backup device. A compact PC was installed in the secured server room to serve as file storage for QuickBooks, legal investigative documents, and an Access database for printing licensure certificates (each on its separate, security-managed partition), which is backed up to the cloud.

Economic Factors and Next Year's Budget

A new four-year contract for the period beginning July 1, 2025, and ending June 30, 2029, was signed in June 2025. Grants and aid funds of \$2,270,000 and unlicensed activity funds of \$100,875 for the four fiscal years comprised the total annual budget of \$2,370,875, for a total four-year contract of \$9,483,500. A fee of \$19,200 per fiscal year for a four-year total of \$76,800 for services provided by the contract monitor at DBPR is included in the four-year contract.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Statements of Net Position

	June 30,	
	2026	2025
Assets		
Current assets:		
Cash and cash equivalents	\$ 324,107	\$ 410,364
Accounts receivable	3,250	2,124
Prepaid expenses and deposits	110,691	85,893
Total current assets	438,048	498,381
Noncurrent assets:		
Deposits	10,136	10,136
Capital assets, net	51,964	68,573
Leases, right-of-use assets	152,615	262,423
Total noncurrent assets	214,715	341,132
Total assets	\$ 652,763	\$ 839,513
Liabilities and net position		
Current liabilities:		
Accounts payable and accrued expenses	\$ 63,372	\$ 49,012
Due to Florida Department of Business and Professional Regulation	144,353	95,330
Compensated absences payable	-	152,653
Lease liabilities, current	119,183	115,495
Total current liabilities	326,908	412,490
Noncurrent liabilities:		
Lease liabilities, noncurrent	45,722	164,905
Total noncurrent liabilities	45,722	164,905
Total liabilities	\$ 372,630	\$ 577,395
Net position:		
Net investment in capital assets	\$ 39,676	\$ 50,596
Restricted	240,457	211,522
Total net position	280,133	262,118
Total liabilities and net position	\$ 652,763	\$ 839,513

See accompanying notes.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Statements of Revenues, Expenses and Changes in Net Position

	Years ended June 30,	
	2026	2025
Operating revenues:		
Transfer in - Florida Department of Business and Professional Regulation	\$ 2,370,875	\$ 2,170,875
Total operating revenues	2,370,875	2,170,875
Operating expenses:		
Salaries and benefits	1,260,455	1,279,886
Professional and consulting fees	507,494	378,381
Depreciation and amortization	138,098	140,749
Meetings and travel expense	101,282	110,436
Office supplies and expenses	73,035	59,615
Renewal expenses	-	26,857
Occupancy costs	23,796	24,531
Insurance	21,682	21,973
Contract monitoring	19,200	19,200
Telephone	18,514	18,967
Dues and subscriptions	14,239	16,238
Employee training	24,697	9,256
Printing and copying	7,641	9,299
Testing and service fees	8,500	6,500
Repairs and maintenance	3,565	2,900
Total operating expenses	2,222,198	2,124,788
Excess of operating revenues over expenses	148,677	46,087
Non-operating revenues (expenses):		
Interest expense	(1,906)	(2,922)
Loss on disposal of capital assets	(4,016)	-
Other income	413	286
Total non-operating revenues (expenses)	(5,509)	(2,636)
Income before transfers	143,168	43,451
Transfers:		
Reversion to Florida Department of Business and Professional	(125,153)	(76,130)
Change in net position	18,015	(32,679)
Net position at beginning of year	262,118	294,797
Net position at end of year	\$ 280,133	\$ 262,118

See accompanying notes.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Statements of Cash Flows

	Years ended June 30,	
	2026	2025
Cash flows from operating activities		
Receipts from Florida Department of Business and Professional Regulation	\$ 2,369,749	\$ 2,171,276
Payments to vendors	(911,706)	(744,330)
Payments to employees	(1,413,108)	(1,279,886)
Net cash provided by operating activities	44,935	147,060
Cash flows from capital and related financing activities		
Purchase of capital assets	(15,697)	(15,613)
Lease payments	(115,495)	(112,262)
Net cash used in capital and related financing activities	(131,192)	(127,875)
Net increase (decrease) in cash and cash equivalents	(86,257)	19,185
Cash and cash equivalents at beginning of year	410,364	391,179
Cash and cash equivalents at end of year	\$ 324,107	\$ 410,364
Reconciliation of change in net position to the net cash provided by operating activities		
Change in net position	\$ 18,015	\$ (32,679)
Adjustments to reconcile change in net position to net cash provided by (used for) operating activities:		
Depreciation and amortization	138,098	140,749
Loss on disposal of capital assets	4,016	-
Changes in operating assets and liabilities:		
Accounts receivable	(1,126)	401
Prepaid expenses	(24,798)	8,175
Deposits	-	4,216
Accounts payable and accrued expenses	14,360	9,063
Accrued leave payable	(152,653)	-
Due to Florida Department of Business and Professional Regulation	49,023	17,135
Net cash provided by operating activities	\$ 44,935	\$ 147,060
Supplemental disclosures of cash flow information related to leases is as follows:		
Cash paid for amounts included in lease liabilities:		
Operating cashflows - payment on operating leases	\$ 117,402	\$ 115,184

See accompanying notes.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Notes to Financial Statements

Years ended June 30, 2026 and 2025

1. Nature of Operations and Significant Accounting Policies

The Florida Engineers Management Corporation (the Corporation) is a nonprofit corporation created by passage of Chapter 97-312, Laws of Florida, Section 471.038, Florida Statutes, during the 1997 Florida Legislature. Its purpose is to provide administrative, investigative and prosecutorial services to the Florida Board of Professional Engineers (FBPE) (the Board). Florida Engineers Management Corporation receives funding from legislative appropriations to the Florida Department of Business and Professional Regulation (the Department). The fiscal year is July 1 through June 30.

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. The significant accounting practices and policies are summarized as follows:

Basis of Accounting

The Corporation's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations).

The Corporation operates as a special purpose government engaged in business-type activities. The proprietary fund type is applicable to the Corporation, under the governmental reporting model, and its activities are accounted for as an enterprise fund.

The focus of proprietary fund measurement is on the flow of economic resources including the determination of operating income, changes in net position, financial position, and cash flows, similar to business enterprises. The Corporation's books are maintained on the accrual basis of accounting. Revenues are recognized when earned, and expenses are recognized when incurred.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Notes to Financial Statements

Years ended June 30, 2026 and 2025

1. Nature of Operations and Significant Accounting Policies (continued)

Reporting Entity

The Corporation is a component unit of the State of Florida. The Corporation has no component units for the years ended June 30, 2026 or 2025.

New Accounting Pronouncements

Effective July 1, 2025, the Organization adopted GASB Statement No. 103, *Financial Reporting Model Improvements*, GASB Statement No. 104, *Disclosure of Certain Capital Assets*, and GASB Statement No. 105, *Subsequent Events*. These Statements establish new financial statement presentation and disclosure requirements intended to improve the usefulness, consistency, and comparability of financial reporting by state and local governments.

GASB Statement No. 103, *Financial Reporting Model Improvements*

The Statement establishes new requirements for management's discussion and analysis (MD&A), including requirements that the information presented be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. The Statement also emphasizes that the analysis presented in the MD&A should explain why balances and results of operations changed. Additionally, the statement addresses the presentation of unusual or infrequent items, presentation of the proprietary fund statement of revenues, expenses, and changes in fund net position, major component unit information, and budgetary comparison information.

The implementation of GASB Statement No. 103 resulted in changes to the presentation and disclosures of the Organization's financial statements but did not result in a restatement of beginning net position.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Notes to Financial Statements

Years ended June 30, 2026 and 2025

1. Nature of Operations and Significant Accounting Policies (continued)

New Accounting Pronouncements (continued)

GASB Statement No. 104, Disclosure of Certain Capital Assets

The Statement requires certain types of capital assets to be disclosed separately in the capital asset note disclosures. Lease assets recognized in accordance with GASB Statement No. 87, *Leases*, and intangible right-to-use assets recognized in accordance with GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, are required to be disclosed separately by major class of underlying asset from other capital assets.

The implementation of GASB Statement No. 104 resulted in changes to the Organization's capital asset disclosures but did not result in a restatement of beginning net position.

GASB Statement No. 105, Subsequent Events

The Statement defines subsequent events, including the subsequent events time frame, and establishes accounting and financial reporting requirements related to subsequent events. The implementation of GASB Statement No. 105 did not have a material effect on the Organization's net position or results of operations.

Basis of Presentation

The financial statements and notes are representations of the Corporation's management who is responsible for their integrity and objectivity. The accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Notes to Financial Statements

Years ended June 30, 2026 and 2025

1. Nature of Operations and Significant Accounting Policies (continued)

Cash and Cash Equivalents

Cash and cash equivalents consists of amounts on hand and amounts in demand deposits with financial institutions. Deposits with financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor, per FDIC-insured financial institution. Bank deposits at times may exceed federally insured limits. The Corporation has not experienced any losses in such accounts.

Capital Assets, Net

Capital assets are stated at cost, net of accumulated depreciation. Contributed assets are reported at fair market value as of the date received. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which range from three to seven years. The Corporation capitalizes all capital assets with a purchase price over \$500.

Leases

Leases are defined by the general government as the right to use an underlying asset. As lessee, the Corporation recognizes a lease liability and an intangible right-of-use lease asset at the beginning of a lease unless the lease is considered a short-term lease or transfers ownership of the underlying asset. Right-of-use lease assets are measured based on the net present value of the future lease payments at inception, using the weighted average cost of capital, which approximates the incremental borrowing rate. Remeasurement of a lease liability occurs when there is a change in the lease term and/or other changes that are likely to have a significant impact on the lease liability. The Corporation calculates the amortization of the discount on the lease liability and reports that amount as outflows of resources. Payments are allocated first to accrued interest liability and then to the lease liability. Variable lease payments based on the usage of the underlying assets are not included in the lease liability calculations but are recognized as outflows of resources in the period in which the obligation was incurred. Additional disclosures regarding leases are in Note 6 to the financial statements.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Notes to Financial Statements

Years ended June 30, 2026 and 2025

1. Nature of Operations and Significant Accounting Policies (continued)

Compensated Absences Payable

The Corporation implemented a new Flexible Personal Time Off (FPTO) policy, effective December 1, 2025, replacing its current Personal Time Off (PTO) policy. Under the PTO policy in effect through November 30, 2025, eligible employees earned leave, including personal, vacation, and sick leave, based on length of employment, which accumulated as earned. In accordance with GASB Statement No. 101, Compensated Absences, the Corporation recognized a liability for compensated absences attributable to employee services rendered through November 30, 2025.

In connection with implementation of the new FPTO policy, the Corporation negotiated settlements with each employee for accumulated leave balances earned under the former PTO policy. The resulting settlement amounts were paid to employees in two cash payouts in December 2025 and January 2026, totaling approximately \$129,700. Under the new FPTO policy, leave does not accumulate or carry forward and has no cash value upon separation from employment. Accordingly, no compensated absences liability related to the FPTO policy was recognized as of June 30, 2026.

Income Taxes

The Corporation qualifies for exemption from federal income taxes as a governmental entity and is not required to file a Return of Organization Exempt from Income Tax, Form 990. Therefore, no provision for income taxes has been recorded.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Notes to Financial Statements

Years ended June 30, 2026 and 2025

1. Nature of Operations and Significant Accounting Policies (continued)

Operating Revenues - Transfers In

As a component unit of the State of Florida, the fixed portion of the base, annual contract from the Department is recognized as a transfer-in. Transfers-in also include amounts the Corporation invoices to the Department for unlicensed activity up to a maximum amount, based on actual expenses of the activity. Unexpended funds are reverted back to the Department on an annual basis.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Restricted Funding

The Corporation receives funding through appropriations allocated to the regulation of professional engineers from the State of Florida Professional Regulation Trust Fund. It is restricted for the purposes described in Florida Statutes, Section 471.038.

Subsequent Events

The Corporation has evaluated subsequent events through August 26, 2026, the date the financial statements were available to be issued. During the period from June 30, 2026 to August 26, 2026, the Corporation did not have any material recognizable subsequent events.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Notes to Financial Statements

Years ended June 30, 2026 and 2025

2. Accounts Receivable

Accounts receivable represent amounts due from the Department for unlicensed activity. No valuation allowance has been recorded, as management deems the balances to be collectable.

3. Concentration and Contingency

The Corporation receives all of its revenue from a contract with the Department. In performing the administrative services under this contract, the Corporation collected and processed approximately \$876,000 and \$668,000 of fees and revenues on the Board's behalf during the years ended June 30, 2026 and 2025, respectively. These amounts were deposited directly into the Department's trust fund account and are not recognized as revenues of the Corporation. Therefore, they have not been recorded in the accompanying financial statements.

In June 2025, the Corporation entered into a four year contract beginning July 1, 2025 through June 30, 2029. Total funding for the contract is \$2,370,875 annually and \$9,483,500 for the contract period. The Department's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. In addition, upon determination by the Department and the Board, at any time during the term of the contract that the Corporation no longer operates for the benefit of the Board and in the best interest of the State, all monies and property held shall revert to the Board or the Department.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Notes to Financial Statements

Years ended June 30, 2026 and 2025

4. Capital and Right-of-Use Assets, Net

Capital assets consist of the following:

	June 30, 2025	Additions	Deletions	June 30, 2026
Furniture and equipment	\$ 69,723	\$ 9,228	\$ -	\$ 78,951
Leasehold improvements	58,970	-	-	58,970
Computers and software	217,246	6,469	(112,050)	111,665
	345,939	15,697	(112,050)	249,586
Less: Accumulated depreciation	(277,366)	(28,290)	108,034	(197,622)
Owned capital assets, net	68,573	(12,593)	(4,016)	51,964
Leases, right-of-use assets, office space	596,920	-	-	596,920
Leases, right-of-use assets, equipment	63,608	-	-	63,608
	660,528	-	-	660,528
Less: Accumulated amortization	(398,105)	(109,808)	-	(507,913)
ROU assets, net	262,423	(109,808)	-	152,615
Total capital and ROU assets, net	\$ 330,996	\$ (122,401)	\$ (4,016)	\$ 204,579

Depreciation and amortization expense was \$138,098 and \$140,749 for the years ended June 30, 2026 and 2025, respectively.

5. Retirement Benefits

The Corporation maintains a defined contribution retirement plan through a Simplified Employee Pension Individual Retirement Arrangement (SEP-IRA) for all eligible employees. The Corporation contributes an amount equal to ten percent (10%) of each eligible employee's gross quarterly earnings to the Plan on a quarterly basis. Contributions to the Plan for the years ended June 30, 2026 and 2025, were \$90,260 and \$91,384, respectively.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Notes to Financial Statements

Years ended June 30, 2026 and 2025

6. Lease Commitments

The Corporation leases office space and equipment under lease agreements expiring at various dates through July 2029. The leases for office space are cancellable in the event the Corporation's program is cancelled or funding is not available. Beginning September 1, 2021, the Corporation is required to give six months written notice, pay the sum of six months rent upon notice, and forfeit the security deposit of \$8,000 in the event of cancellation. The right-to use lease asset for office space and equipment was originally valued at \$596,920 and \$63,608, respectively. Accumulated amortization for the right-to-use lease asset for office space and equipment as of June 30, 2026, is \$474,265 and \$33,647, respectively. Accumulated amortization for the right-to-use lease asset for office space and equipment as of June 30, 2025, is \$376,141 and \$54,984, respectively. Future minimum lease payable and the net present value of the minimum lease payments for office space and equipment leases are as follows:

For the year ending

June 30,	Principal	Interest	Debt Service
2027	\$ 120,040	\$ 856	\$ 120,896
2028	39,119	97	39,216
2029	6,494	16	6,510
2030	221	-	221
2031	-	-	-
	<u>\$ 165,874</u>	<u>\$ 969</u>	<u>\$ 166,843</u>

Weighted-average Remaining Lease Term	1.5 years
Weighted-average Discount Rate	0.87%

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Notes to Financial Statements

Years ended June 30, 2026 and 2025

7. Risk Management

The Corporation is exposed to various risks of loss including general liability, property and casualty, group health and life, auto and physical damage, cyber-security, and workers' compensation. Conventional commercial insurance coverage has been purchased from various independent carriers to insure against such risk and minimize financial exposure to such risks. The Corporation is not involved in any risk pools with other governmental entities.

Other Reports and Supplementary Information



**Report of Independent Auditors on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements Performed
in Accordance With *Government Auditing Standards***

Board of Directors
Florida Engineers Management Corporation

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the Florida Engineers Management Corporation (the Corporation), which comprise the statement of net position as of June 30, 2026, the related statement of revenues, expenses and changes in net position and cash flows for the year ended June 30, 2026, and the related notes to the financial statements, and have issued our report thereon dated August 26, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Corporation's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Corporation's internal control.

Report on Internal Control over Financial Reporting (continued)

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Corporation's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Thomas Howell Ferguson P.A.

Tallahassee, Florida

August 26, 2026



Report of Independent Auditors on Compliance for the Major State Project and on Internal Control Over Compliance Required by Chapter 10.650, *Rules of the Auditor General*

Board of Directors
Florida Engineers Management Corporation

Report on Compliance for the State Project

Opinion on the State Project

We have audited the Florida Engineers Management Corporation's (the Corporation) compliance with the types of compliance requirements identified as subject to audit in the *Florida Department of Financial Service's State Projects Compliance Supplement* that could have a direct and material effect on the Corporation's state project for the year ended June 30, 2026. The Corporation's state project is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Corporation complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its state project for the year ended June 30, 2026.

Basis for Opinion on the State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (Government Auditing Standards); and the audit requirements of Chapter 10.650, *Rules of the Auditor General*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

Basis for Opinion on the State Project (continued)

We are required to be independent of the Corporation and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the state project. Our audit does not provide a legal determination of the Corporation's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Corporation's state project.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Corporation's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.650, Rules of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Corporation's compliance with the requirements of the state project as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the audit requirements of Chapter 10.650, *Rules of the Auditor General*, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.

Auditor's Responsibilities for the Audit of Compliance (continued)

- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Corporation's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Corporation's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the audit requirements of Chapter 10.650, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state project on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state project will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Report on Internal Control Over Compliance (continued)

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.650, *Rules of the Auditor General*. Accordingly, this report is not suitable for any other purpose.

Thomas Howell Ferguson P.A.

Tallahassee, Florida

August 26, 2026

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Schedule of Expenditures of State Financial Assistance

Year ended June 30, 2026

<u>State Agency and Program Title</u>	<u>CSFA No.</u>	<u>Contract Number</u>	<u>Expenditures</u>
State of Florida			
Department of Business and Professional Regulation Direct Program			
Florida Engineers Management Corporation (FEMC)	79.001	21-00001	\$ 2,222,198

Note 1 - This Schedule of State Financial Assistance (the Schedule) includes the State grant activity of the Florida Engineers Management Corporation for the year ended June 30, 2026, and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of Chapter 10.650, *Rules of the Auditor General*.

Note 2 - Amounts included on this Schedule include only the expenditure of State Financial Assistance received directly from an awarding agency. The amounts on the accompanying statements of revenues, expenses and changes in net position include additional expenditures associated with other resources committed by the Corporation for purposes of fulfilling the grant program.

Note 3 - There were no state awards expended in non-cash assistance.

Note 4 - There were no transfers to subrecipients during the fiscal year.

See report of independent auditors.

Florida Engineers Management Corporation
(A Component Unit of the State of Florida)

Schedule of Findings and Questioned Costs - State Financial Assistance Projects

Year ended June 30, 2026

Section I -- Summary of Auditor's Results

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? No

Significant deficiency(ies) identified? None reported

Noncompliance material to financial statements noted? No

State Project

Type of auditor's report issued on compliance for major state projects? Unmodified

Internal control over state projects:

Material weakness(es) identified? No

Significant deficiency(ies) identified not considered to be material weaknesses? None reported

Any audit findings disclosed that are required to be reported in accordance with Chapter 10.650, *Rules of the Auditor General*? No

Identification of state projects:

CSFA Number

Name of state project

79.001

Florida Engineers Management Corporation

Dollar threshold used to distinguish between Type A and Type B programs: State \$666,671

Auditee qualified as low risk auditee? Yes

Section II -- Financial Statement Findings

We noted no matters involving internal control over financial reporting and its operation that we considered to be material weaknesses, significant deficiencies and/or control deficiencies required to be reported in accordance with *Government Auditing Standards*.

Section III -- State Financial Assistance Findings and Questioned Costs

We noted no matters involving noncompliance that are required to be reported in accordance with *Rules of the Auditor General* of the State of Florida, Chapter 10.650

See report of independent auditors.