



**AGREEMENT BETWEEN BROWARD COUNTY, CITY OF FORT LAUDERDALE, PERFORMING ARTS  
CENTER AUTHORITY, AND CABALLERO FIERMAN LLERENA & GARCIA, LLP, FOR AUDIT  
SERVICES OF THE PERFORMING ARTS CENTER AUTHORITY**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), the City of Fort Lauderdale, a municipal corporation of the State of Florida ("City"), the Performing Arts Center Authority, an independent special district and a public body, politic, and corporate in Broward County, Florida ("PACA"), and Caballero Fierman Llerena & Garcia, LLP, a Florida limited liability partnership ("Auditor"). County, City, and PACA are sometimes individually referred to as a "Public Entity" and are collectively referred to as "Public Entities." The Public Entities and Auditor are individually referred to as "Party" and collectively referred to as the "Parties."

**RECITALS**

A. Chapter 2005-335, Laws of Florida ("PACA's Special Act"), requires that County and City retain, employ, and compensate independent certified public accountants to audit PACA's records or books of account at least once annually and at such other times as the governing bodies of either County or City deems necessary.

B. In accordance with the auditor selection procedures in Section 218.391, Florida Statutes, PACA established an audit committee that included the County Auditor and the City Auditor to evaluate responses to a Request for Proposals and to make a recommendation to PACA's Board.

C. PACA's Board has evaluated the recommendation of the audit committee, selected Auditor as the most highly qualified firm to perform the required auditing services, and recommended the selection of same to County and City.

D. The Parties desire to enter into this Agreement for Auditor to perform auditing services for PACA.

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

**ARTICLE 1. DEFINITIONS**

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Audit Report** means the Auditor's Report on Examination of Financial Statements, which consists of a written report on the examination of PACA's financial books and records prepared by Auditor in accordance with 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.

1.3. **Board** means PACA’s governing board.

1.4. **Contract Administrator** means, for County, County’s Director of the Cultural Division, or such other person designated by the Director in writing; for PACA, its Chief Financial Officer, or such other person designated by the Chief Financial Officer in writing; and for City, its Director of Finance, or such other person designated by the Director of Finance in writing.

1.5. **Financial Audit** means the examination of documents, records, reports, systems of internal control, accounting and financial procedures, and other evidence to ascertain: whether financial transactions have been properly recorded; whether the financial statements prepared from the accounts present fairly, in all material respects, the financial position of PACA, as of the end of each Fiscal Year being audited and the results of its operations and cash flow for the Fiscal Year then ended to determine if they are in conformity with accounting principles generally accepted in the United States of America; and whether, in the opinion of Auditor, PACA’s operations are properly conducted in accordance with legal and regulatory requirements.

1.6. **Financial Statements** means PACA’s statement of net assets, statement of revenues and expenses, statements of changes in cash position, and other statements presenting financial data, including accompanying notes, derived from the accounting records.

1.7. **Fiscal Year** means each Public Entity’s fiscal year, which commences on October 1 and ends September 30 of the following year.

1.8. **Management Letter** means a separate letter required to be provided by Auditor to the Public Entities containing comments by Auditor regarding compliance or noncompliance of a material nature with statutory, regulatory, bond covenant, and control requirements, based upon a review of the system of internal accounting controls and other findings, and as further described in the applicable auditor rules, as may be amended.

1.9. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by PACA’s Contract Administrator.

1.10. **Services** means all work required by Auditor under this Agreement, including without limitation all deliverables or other services specified in Exhibit A.

## ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages

### ARTICLE 3. SCOPE OF SERVICES

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

### ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement ("Term") shall begin on the date it is fully executed by the Parties ("Effective Date"), and shall end on February 28, 2027, unless otherwise terminated as provided in this Agreement.

4.2. Fiscal Year. The continuation of this Agreement beyond the end of the Public Entities' Fiscal Year is subject to both the appropriation and the availability of funds in accordance with Chapter 129 and Chapter 166, Florida Statutes, as applicable.

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

### ARTICLE 5. COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1. Maximum Amounts. For all goods and services provided under this Agreement, PACA shall pay Auditor up to a maximum amount as follows, and County and City will individually be liable to reimburse PACA fifty percent (50%) for all amounts paid by PACA to Auditor up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
Professional Expenses	\$200,000
<b>TOTAL NOT TO EXCEED</b>	<b>\$200,000</b>

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Auditor as full compensation for all such Services. Auditor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon the Public Entities' obligations to compensate Auditor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Auditor's obligation to perform all Services.

5.2. Method of Billing and Payment. Auditor shall submit invoices to PACA upon the completion of Services for the applicable Fiscal Year and in accordance with Exhibit B, with a copy of each such invoice also provided by Auditor to both County and City. Invoices are due within fifteen (15) days after the completion of Services for the applicable Fiscal Year, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination

of this Agreement. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by any of the Public Entities.

5.3. Responsibility for Payment. PACA shall be responsible for amounts payable to Auditor under this Agreement, and County and City shall each be responsible for fifty percent (50%) of the amounts payable under this Agreement on a reimbursement basis to PACA. PACA shall submit a request for reimbursement to County and City within fifteen (15) days after payment to Auditor for the Services for the applicable Fiscal Year. Any failure of either City or County to reimburse PACA their respective amounts owed shall be a liability solely of the non-paying Party. Under no circumstances shall City or County be liable for payment of any amounts owed to Auditor or PACA by the other.

5.4. Reimbursable Expenses. Auditor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

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

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

6.3. Contingency Fee. Auditor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Auditor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Auditor's compensation under this Agreement is based upon its representations to the Public Entities, and Auditor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Auditor's compensation, including without limitation those made by Auditor during the negotiation of this Agreement, are accurate, complete, and current as of the date Auditor executes this Agreement. Auditor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

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

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

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

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

6.9. Warranty of Performance. Auditor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Auditor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Prohibited Telecommunications Equipment. Auditor represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Auditor represents and certifies that Auditor and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Auditor represents and certifies that its policies, practices, and procedures preclude inquiry into the criminal history of an applicant for employment until the applicant is selected as a finalist and interviewed for the position.

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

#### **ARTICLE 7. INDEMNIFICATION**

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

#### **ARTICLE 8. INSURANCE**

8.1. Throughout the Term, Auditor shall, at its sole expense, maintain the insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Auditor shall maintain insurance coverage against claims relating to any act or omission by Auditor, its agents, representatives, employees, or subcontractors in connection with this Agreement. PACA reserves

the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Auditor shall ensure that "Broward County," "Performing Arts Center Authority," and "City of Fort Lauderdale," are listed and endorsed as additional insureds as stated in Exhibit C on all policies required under this article.

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

8.4. Auditor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Auditor has been completed, as determined by PACA's Contract Administrator. Auditor or its insurers shall provide written notice to the Contract Administrators for each of the Public Entities of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide the Contract Administrators for each of the Public Entities with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by PACA.

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

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

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

8.9. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Auditor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

## **ARTICLE 9. TERMINATION**

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach, except that for breaches involving nonpayment by County or City, the breaching Party shall have thirty (30) days to correct breach. Any Public Entity may cure a breach involving nonpayment that has been asserted against any other Public Entity and may seek reimbursement from the nonpaying Public Entity. Termination for cause by PACA may be by PACA's Board or its President/CEO; termination for cause by County may be by its County Administrator; and termination for cause by City may be by its City Manager.

9.2. If PACA obtains prior written approval of County's Chief Financial Officer and City's Finance Director, PACA may terminate this Agreement for convenience by action of PACA's Board with at least fourteen (14) days' prior written notice to Auditor, with a simultaneous copy of such notice to City and County. This Agreement may also be terminated by PACA's President/CEO upon such notice as PACA's President/CEO deems appropriate under the circumstances if PACA's President/CEO determines that termination is necessary to protect the public health, safety, or welfare.

9.3. County (through its Board) or City (through its City Commission) may terminate the Agreement for convenience at any time by providing written notice to the other Parties informing them of the effective date of such termination which shall be at least fourteen (14) days after the written notice.

9.4. If any of the Public Entities erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Auditor shall be eligible for the compensation provided in Section 9.4 as its sole remedy.

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



9.6. If this Agreement is terminated for convenience by the Public Entities, Auditor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of the Public Entities to retain any sums otherwise due and payable. Auditor acknowledges that it has received good, valuable, and sufficient consideration for the Public Entities' right to terminate this Agreement for convenience in the form of the Public Entities' obligation to provide advance notice to Auditor of such termination in accordance with Sections 9.2 and 9.3.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY**

No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Auditor shall include the foregoing or similar language in its contracts with any subcontractors.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. PACA's Contract Administrator Authority. PACA's Contract Administrator is authorized to coordinate and communicate with Auditor to manage and supervise the performance of this Agreement. PACA's Contract Administrator may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or City or waive any rights of County or City.

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

11.3. Public Records. To the extent Auditor is acting on behalf of the Public Entities as stated in Section 119.0701, Florida Statutes, Auditor shall:

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

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

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

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

A request for public records regarding this Agreement must be made directly to applicable Public Entity, who will be responsible for responding to any such public records requests. Auditor will provide any requested records to the Public Entities to enable the Public Entity to respond to the public records request.

**IF AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 765-5836, [TWEEKS@BROWARDCENTER.ORG](mailto:TWEEKS@BROWARDCENTER.ORG), 201 SW 5<sup>th</sup> AVENUE, FORT LAUDERDALE, FLORIDA 33312.**

11.4. Audit Rights and Retention of Records. The Public Entities shall each have the right to audit the books, records, and accounts of Auditor that are related to this Agreement. Auditor shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Auditor shall make same available in written form at no cost to the Public Entities.

Auditor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed the Public Entities' representatives (including any outside representative engaged by a Public Entity). Auditor hereby grants the Public Entities the right to conduct such audit or review at Auditor's place of business, if deemed appropriate by any of the Public Entities, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the disallowance and recovery of any payment upon such entry. If an audit or inspection in

accordance with this section discloses overpricing or overcharges of any nature by Auditor in excess of five percent (5%) of the total contract billings reviewed by the Public Entities, in addition to making adjustments for the overcharges, Auditor shall pay the reasonable cost of the audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of findings to Auditor.

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

11.6. Regulatory Capacity. Notwithstanding the fact that County and City are each a political subdivision with certain regulatory authority, County's and City's performance under this Agreement is as a party to this Agreement and not in their regulatory capacity. If County or City exercise regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's and/or City's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County and/or City as parties to this Agreement.

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

11.8. Third-Party Beneficiaries. Neither Auditor nor the Public Entities intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Auditor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County, Cultural Division

Attn: Phillip Dunlap, Director

100 South Andrews Avenue, 6th Floor

Fort Lauderdale, Florida 33301

Email address: pdunlap@broward.org

With simultaneous copy of email to: pgrewal@broward.org

**FOR PACA:**

Performing Arts Center Authority  
Attn: Tim Weeks, CFO  
Broward Center for the Performing Arts  
201 Southwest Fifth Avenue  
Fort Lauderdale, Florida 33312  
Email address: [tweeks@browardcenter.org](mailto:tweeks@browardcenter.org)  
With simultaneous copy of email to: [kshanley@browardcenter.org](mailto:kshanley@browardcenter.org)

**FOR CITY:**

City of Fort Lauderdale  
Attn: Linda Short, Director of Finance  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: [lshort@fortlauderdale.gov](mailto:lshort@fortlauderdale.gov)  
With simultaneous copy of email to: [finance@fortlauderdale.gov](mailto:finance@fortlauderdale.gov)

**FOR AUDITOR:**

Caballero Fierman Llerena & Garcia, LLP  
Attn: Andrew Fierman, Partner  
3350 Southwest 148th Avenue, Suite 110  
Miramar, Florida 33027  
Email address: [afierman@cflgcpa.com](mailto:afierman@cflgcpa.com)

11.10. Contract for Personal Services; No Subcontracting; No Assignment. This Agreement is a personal services contract and Auditor may not subcontract any portion of the Services under this Agreement. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Auditor. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the Public Entities to immediately terminate this Agreement, in addition to any other remedies available at law or in equity.

11.11. Conflicts. Neither Auditor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Auditor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Auditor's officers or employees shall serve as an expert witness against the Public Entities in any legal or administrative proceeding in which they, or Auditor are not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of the Public Entities in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Auditor or any

persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

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

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

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

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

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

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim

arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

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

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

11.21. Payable Interest

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

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

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

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

11.24. Use of Public Entities' Logos. Auditor shall not use the names or logos of any of the Public Entities, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from the Public Entity or Public Entities whose name(s) or logo(s) are desired to be used.

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; the City of Fort Lauderdale, signing by and through its \_\_\_\_\_, duly authorized to execute same; Performing Arts Center Authority, signing by and through its \_\_\_\_\_, duly authorized to execute same; and Auditor, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
Sara F. Cohen (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Rene D. Harrod (Date)  
Chief Deputy County Attorney

SFC/ cv  
PACA Audit Agreement FY2022-2026  
01/17/2023



**AGREEMENT BETWEEN BROWARD COUNTY, CITY OF FORT LAUDERDALE, PERFORMING ARTS  
CENTER AUTHORITY, AND CABALLERO FIERMAN LLERENA & GARCIA LLP,  
FOR AUDIT SERVICES OF THE PERFORMING ARTS CENTER AUTHORITY**

CITY

ATTEST:

City of Fort Lauderdale

By: \_\_\_\_\_  
David R. Soloman, City Clerk

By: \_\_\_\_\_  
Dean Trantalis, Mayor


\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form for City:  
D'Wayne M. Spence, Interim City Attorney

By: \_\_\_\_\_  
Patricia SaintVil-Joseph  
Assistant City Attorney

AGREEMENT BETWEEN BROWARD COUNTY, CITY OF FORT LAUDERDALE, PERFORMING ARTS  
CENTER AUTHORITY AND CABALLERO FIERMAN LLERENA & GARCIA LLP,  
FOR AUDIT SERVICES OF THE PERFORMING ARTS CENTER AUTHORITY


ATTEST:

By:   
Secretary

Asst.

PACA

Performing Arts Center Authority

By:   
Chair

AGREEMENT BETWEEN BROWARD COUNTY, CITY OF FORT LAUDERDALE, PERFORMING ARTS  
CENTER AUTHORITY AND CABALLERO FIERMAN LLERENA & GARCIA LLP,  
FOR AUDIT SERVICES OF THE PERFORMING ARTS CENTER AUTHORITY

AUDITOR

CABALLERO FIERMAN LLERENA & GARCIA, LLP

By:   
Authorized Signer

Andrew Fierman, Partner  
Print Name and Title

30 day of January 30, 2023

**Exhibit A**  
**Scope of Services**

- I. Financial Audit and Special Audits.
  - A. For each Fiscal Year (including Fiscal Years 2022 through 2026), Auditor shall conduct a Financial Audit of PACA with the objective to provide a written opinion on the Financial Statements. Auditor shall ensure that the Financial Audit, the Audit Report, and the Management Letter meet the requirements of all Applicable Law, including without limitation the Rules of the Florida Auditor General, Chapter 10.550, as may be revised from time to time. If PACA's Contract Administrator determines necessary in their sole discretion, Auditor shall assist in the preparation of the Financial Statements without any additional compensation.
  - B. Auditor's examination of PACA's financial records shall be made in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits for the form and conduct of all local governmental entity audits contained in "Government Auditing Standards" issued by the Comptroller General of the United States and Rules of the Auditor General, Chapter 10.550, as revised from time to time.
  - C. Auditor shall provide all required services to perform a thorough Financial Audit as described in this Agreement. Such services shall include, without limitation, the examination and audit of related financial records, along with the issuance of a separate Auditor's opinion for any required special audit as described in this Scope of Services.
  - D. In addition to the Financial Audit, PACA's Contract Administrator shall determine whether additional special audit(s) (each a "Special Audit") are required by grant agreement(s) with County or City, the State of Florida, or other grant(s) or agreement(s) and, thereafter, provide written notice to the Auditor by the end of each Fiscal Year. The maximum of four (4) Special Audits per Fiscal Year shall be performed by Auditor's staff without additional compensation or an increase in the lump sum fee stated for the applicable Fiscal Year. The fee for any required Special Audit(s) in excess of each respective Fiscal Year's allowable maximum amounts of four (4) Special Audits will be negotiated between PACA and Auditor based on a written proposal submitted by Auditor before any such services are commenced by Auditor for additional Special Audits. PACA will be solely responsible for all additional fees and expenses for the additional special audits, subject to a separate written agreement between Auditor and PACA.
  - E. PACA shall be solely responsible for submitting the annual filing of the Financial Audit along with copies of the audited financial statements to the State of Florida's Auditor General's Office.

II. Audit Report.

- A. For each audit, Auditor shall complete all audit services and provide the draft Audit Report to the Public Entities by January 22.
- B. As part of the Audit Report, Auditor shall prepare and submit a separate Management Letter to the Public Entities containing comments by Auditor concerning the compliance or noncompliance of a material nature with statutory, regulatory, bond covenant, and accounting control requirements based upon Auditor's review of the system of internal accounting controls and such other findings as may affect compliance.
- C. At the conclusion of the audit field work, Auditor shall discuss with PACA's President/CEO all of the proposed comments which may appear in the Audit Report. If PACA's President/CEO is not available to discuss the Auditor's comments within ten (10) calendar days after request from Auditor, their required discussion will be automatically waived if a draft of the proposed comments is delivered in writing to PACA's President/CEO's office by January 10. PACA's President/CEO through their authorized designee shall respond to Auditor's proposed comments in writing no later than fourteen (14) calendar days following receipt.
- D. Auditor shall issue the final report(s) by January 30.
- E. Auditor shall ensure that the Management Letter contains PACA's responses to Auditor's comments and suggestions prior to the release of the draft document to the County and City. PACA will cooperate in providing the responses within the required time to the Auditor.

III. Availability of Records.

Auditor acknowledges that all books, records, and funds of PACA may not be made available to Auditor at the same time. It is contemplated that all books, records, and funds audited separately and reported separately will be completed and the Audit Report furnished within the required time, subject to the requirements stated herein. The Audit Report for all books, records, and funds shall be completed, issued, and furnished to the Public Entities no later than January 30, 2023, for the Fiscal Year 2022 audit, and by January 30 of each subsequent calendar year for each successive Fiscal Year(s) audit(s).

IV. Extension of Time for Financial Audit and Audit Report.

Auditor acknowledges that the purpose of the deadline date of January 30 for the Auditor's submission of the Audit Report is to ensure that the Audit Report is meaningful to the Public Entities and also to provide them with written notice concerning any matters raised or revealed by the Financial Audit. The Parties acknowledge that issues arising in the Audit Report may require more time for PACA to respond to, and correct, beyond the required January 30 date.

County and City acknowledge that certain provisions must be made for situations during the audit where time extensions will be requested in writing by the Auditor in order to resolve problems that may be revealed in any particular fund or account. If Auditor determines that January 30 is not sufficient time for completion of the Audit Report, Auditor shall immediately (and no later than January 20) provide written notification to the Public Entities and shall request that the Public Entities approve additional time for completion of the Audit Report. In the written request, Auditor shall state in detail the specific facts to support the request and the reasons why additional time is needed to complete the Audit Report. Whether a time extension will be granted is solely in the discretion of the officers or representatives of the Public Entities mentioned in the "Notices" section in Article 12. Any approved extension or denial of the requested extension may only be provided in writing by the Public Entities respective Contract Administrator.

V. Auditor's Additional Responsibilities.

A. Cooperation.

Where applicable, Auditor, in its capacity as PACA's Auditor, shall coordinate work and cooperate with the Auditor General of the State of Florida, and with any and all consulting firms under contract with PACA unless notified otherwise in writing by PACA's Contract Administrator.

B. Irregularities.

If Auditor encounters any irregularities by PACA or other unforeseeable conditions that might necessitate the extension of the auditing work beyond the scope of normal auditing procedures and beyond the agreed time deadlines, Auditor shall advise the Public Entities in writing of the circumstances and simultaneously request an extension from the Public Entities. Any such extension of time shall be subject to approval of and in the sole discretion of the Public Entities.

If Auditor determines that the request for an extension might also result in additional fees being incurred, then, Auditor shall also include a request to negotiate additional fees with an estimation of the approximate fee increase that will be required for the additional services. Auditor shall submit any request for an extension and additional fees in writing to the Public Entities, which request shall contain a detailed explanation of the unforeseen conditions or irregularities and the reasons the additional fees are necessary. A mutually agreeable increase in the total fees to Auditor must be approved in a written amendment before additional costs are incurred by Auditor.

C. Illegal Acts.

The Parties acknowledge that illegal acts may be discovered by Auditor during the audit, including the Financial Audit, and preparation of the Audit Report. The Parties acknowledge that the Audit Report cannot be relied upon to ensure the discovery of illegal acts, nor is the audit primarily or specifically designed to disclose misuse of funds (such as embezzlements) and other illegal acts which may be discovered and result from the audit. Auditor shall immediately disclose in writing

the discovery of all illegal acts to the Public Entities. If Auditor determines that significant additional work is necessitated due to any illegal acts, Auditor may submit a written request to the Public Entities requesting further negotiations and a written amendment providing for additional fees for the additional work being performed before Auditor incurs any additional expenses or fees. Auditor's request shall contain a detailed explanation and justification of the reasons why the additional fees are necessary. If Auditor discovers any illegal act(s), Auditor may also include in the written request to the Public Entities a request for an extension of time. Any approval of any requested extension of time shall be in the sole discretion of the authorized representatives of the Public Entities. Any approved extension shall be provided in writing through PACA's Contract Administrator, after obtaining the prior written approval of the authorized representatives of County and City.

**D. Additional Services and Changes in Scope of Services.**

PACA, through its Contract Administrator, may request and approve changes that increase, decrease, or otherwise modify the Scope of Services with no increase in costs. Any changes to the Scope of Services that would increase the amounts due to Auditor under this Agreement must be negotiated and approved in a written amendment, executed by the Parties' authorized representatives pursuant to Section 11.19 of the Agreement.

It is solely PACA's responsibility to obtain the written amendment for all additional services prior to issuing a written notice to proceed from PACA's President/CEO for Auditor to commence such additional work. If PACA is unable to, or does not, obtain the prior approval and execution by written amendment prior to providing written authorization from PACA's President/CEO to Auditor to commence the provisions of additional services, PACA shall be solely obligated to make any and all payments due to Auditor related to such additional services unless otherwise modified by subsequent written amendment, which shall be subject to the approval in the sole discretion of County's and City's authorized representatives.

**Exhibit B**  
**Payment Schedule**

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

**Audit Service Fees**

<b>Description</b>	<b>Unit /Term</b>	<b>Invoicing</b>	<b>Fee</b>
Auditing Services FY 2022	One Time	Upon completion of Services for FY 2022	\$33,875
Auditing Services FY 2023	One Time	Upon completion of Services for FY 2023	\$35,569
Auditing Services FY 2024	One Time	Upon completion of Services for FY 2024	\$37,347
Auditing Services FY 2025	One Time	Upon completion of Services for FY 2025	\$39,215
Auditing Services FY 2026	One Time	Upon completion of Services for FY 2026	\$41,175



# Exhibit C Insurance Coverages



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2023

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

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

<b>PRODUCER</b> iSure Insurance Brokers, Inc. 10831 N. Kendall Drive Suite 210 Miami, FL 33176		<b>CONTACT NAME:</b> Yemi Unares <b>PHONE (A/C No. Ext.):</b> (305) 223-2533 <b>FAX (A/C No.):</b> (305) 220-0785 <b>E-MAIL ADDRESS:</b> Yemi@iSureBrokers.com															
<b>INSURED</b> Caballero, Fleman, Ureana & Garcia, LLP 8950 SW 74th Court, Ste 1210 Miami, FL 33156		<b>INSURER(S) PROVIDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>THIRD PARTY NO.</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Ins. Co.</td> <td>23787</td> </tr> <tr> <td>INSURER B: Nationwide Insurance Company of America</td> <td>25453</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co. of America</td> <td>25666</td> </tr> <tr> <td>INSURER D: Travelers Casualty &amp; Surety Company of America</td> <td>31194</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	THIRD PARTY NO.	INSURER A: Nationwide Mutual Ins. Co.	23787	INSURER B: Nationwide Insurance Company of America	25453	INSURER C: Travelers Indemnity Co. of America	25666	INSURER D: Travelers Casualty & Surety Company of America	31194	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

**COVERAGES** **CERTIFICATE NUMBER:** CL22122706455 **REVISION NUMBER:**

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

OTHER LTR.	TYPE OF INSURANCE	ADDITIONAL INSURED (IND. BY)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	ACP BP013201019301	09/30/2022	09/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED. EXP. (Any one person) \$ 5,000 PERSONAL & ADY. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-SCHEDULED AUTOS ONLY		ACP BP013201019301	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB. RETENTION \$ <input type="checkbox"/> CLAIMS-MADE		ACP CU013201019301	10/14/2022	09/30/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPOSED PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input type="checkbox"/> N	UBJ049690	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER P.L. EACH ACCIDENT \$ 1,000,000 P.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 P.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		105056265	09/30/2022	09/30/2023	Each Claim \$3,000,000 All Claims \$4,000,000

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

CPL Certificate holder is included as additional insured with respects to the general liability.

<b>CERTIFICATE HOLDER</b> Performing Arts Center Authority, Broward County, and City of Fort Lauderdale	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 35 (2016/03)

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