

## AGREEMENT

THIS AGREEMENT is made and entered into on this 18<sup>th</sup> day of May, 2021, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444, and Cartaya and Associates Architects, P.A., a Florida corporation (hereafter referred to as "Contractor"), whose address is 2400 E. Commercial Blvd., Suite 201, Fort Lauderdale, Florida 33308.

WHEREAS, the City desires to retain the services of the Contractor to provide the professional design services in accordance with the City's Request for Qualifications No. 2019-050, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

### ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. 2019-050 and the Contractor's response thereto, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF SCOPE OF SERVICES

The Contractor shall perform those professional design services identified in the scope of services accompanying the City's solicitation, which is specifically incorporated herein by reference and further detailed in Exhibit A.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Summary attached hereto and incorporated herein as Exhibit B, according to the terms and specifications of the referenced solicitation.

### ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach  
100 NW 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Attn: City Manager

- ii. with a copy to: City of Delray Beach  
200 NW 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Attn: City Attorney
  
- iii. As to the Contractor: Cartaya and Associates Architects, P.A.  
2400 E. Commercial Blvd., Suite 201  
Fort Lauderdale, FL 33308  
Attn.: Mario M. Cartaya, President  
Email: mjcartaya@cartayaandassociates.com

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

#### ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the solicitation.

#### ARTICLE 6. E-VERIFY REQUIREMENTS

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA  
By: [Signature]  
Shelly Petrolia, Mayor

ATTEST:

By: [Signature]  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Lynn Gelin, City Attorney

CARTAYA AND ASSOCIATES ARCHITECTS, P.A.

[SEAL]

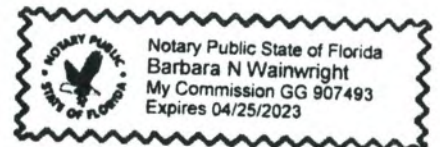
By: [Signature]  
Mario M. Cartaya  
Printed Name  
President  
Title

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of April, 2021, by Mario M. Cartaya (name of person), as President (type of authority) for Cartaya Associates (name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

[Signature]  
Notary Public – State of Florida



City of Delray Beach  
RFQ No. 2019-050  
Project No. 16-102  
Pompey Park Comm. Ctr. and Campus Design Svcs.

EXHIBITS

- Exhibit A: Scope of Services and Deliverables
- Exhibit B: Fee Summary

RESOLUTION NO. 82-21

A RESOLUTION OF THE CITY OF DELRAY BEACH, FLORIDA APPROVING AN AGREEMENT WITH CARTAYA AND ASSOCIATES ARCHITECTS, P.A. FOR PROFESSIONAL DESIGN SERVICES FOR POMPEY PARK COMMUNITY CENTER AND CAMPUS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (City) is authorized to enter into agreements to provide services, programming and products in accordance with its Charter; and

WHEREAS, the City requires professional design services for the Pompey Park Community Center and Campus project; and

WHEREAS, the City desires to enter into an agreement with Cartaya and Associates Architects, P.A. for professional design services for Pompey Park Community Center and Campus project; and

WHEREAS, the City Commission deems approval of this resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

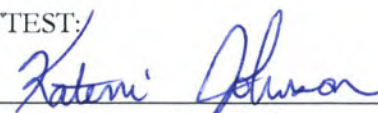
Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Cartaya and Associates Architects, P.A., which is attached to this Resolution as Exhibit "A".

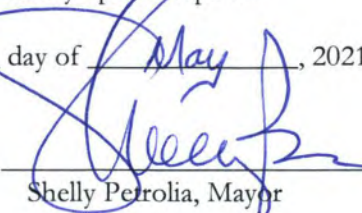
Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals thereto, and take any other actions necessary to effectuate this Agreement.

Section 4. This resolution shall become effective immediately upon adoption.

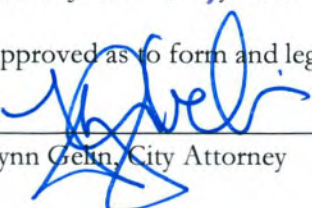
PASSED AND ADOPTED in regular session on the 18<sup>th</sup> day of May, 2021.

ATTEST:

  
Katerri Johnson, City Clerk

  
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

  
Lynn Geln, City Attorney

## CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Agreement with Cartaya and Associates Architects, P.A. for Professional Engineering Services for Pompey Park Community Center

Department: Public Works

Contact person: Ilyse Triestman

City Manager approval

City Commission approval

Reviewed by Purchasing

Agenda item #:

Agenda meeting date:

Resolution #: 82-21

Agreement Action:

New <input checked="" type="radio"/>	Renewal* <input type="radio"/>	Amendment* <input type="radio"/>	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
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Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	Art. 5: effective date to completion
Termination Clause	RFQ 28- for convenience, 29- for default, 30- for fraud and misrepresentation
Renewal Clause	n/a
Insurance	City standard
Indemnification	City standard
Assignment	RFQ: 22: not without written consent
Fiscal Funding Requirement	RFQ 66
FL. Public Records Provision (2016)	RFQ 50
Inspector General Provision	RFQ 32
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	RFQ
E-verify	Art. 6

Business Principles:	Comments
Fees: Total Value	2,077,712.00
Fees: Per Fiscal Year	

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Agreement for Professional Engineering Services for Pompey Park Community Center pursuant to City's RFQ 2019-050

Consistent with applicable policies including, but not limited to, Procurement policies. Yes

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only