

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as “City”) whose address is 100 NW 1st Avenue, Delray Beach, FL 33444, and Raftelis Financial Consultants, Inc., a Foreign for Profit Corporation, a corporation registered and authorized to do business in the State of Florida (hereinafter referred to as “Contractor”), whose mailing address is 341 North Maitland Avenue, Suite 300, Maitland, Florida 32751 this _____ day of _____, 2024.

WHEREAS, the City desires to retain the Contractor to provide professional financial and management consulting services for the City of Delray Beach Development Services Department; and

WHEREAS, the City desires to procure these services from Contractor, provided to the City of Daytona Beach, pursuant to its Contract No. 19632; and

WHEREAS, in accordance with Contract No. 19632, the City of Daytona Beach, entered into a two (2) year agreement with Contractor for services for rate, financial and management consulting services on March 4, 2020, through March 3, 2022, with three (3) one (1) year options to renew upon acceptance of both parties; and

WHEREAS, on October 19, 2021, the City of Daytona Beach, utilized the first option to renew the agreement for one (1) year with Contractor for services on March 4, 2022 through March 3, 2023; and

WHEREAS, on January 18, 2023, the City of Daytona Beach, utilized the second option to renew agreement for one (1) year with Contractor for services on March 4, 2023, through March 3, 2024; and

WHEREAS, on March 1, 2024, the City of Daytona Beach, utilized the final option to renew agreement for one (1) year with Contractor for services on March 4, 2024, through March 3, 2025; and

WHEREAS, the Contractor agrees to extend the terms, conditions, and pricing of the Contract to the City, under Contract No. 19632, subject to the terms and conditions of this Agreement, the City’s Purchasing ordinance, and Florida law; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Contractor shall provide professional financial, and management consulting services to the City, in accordance with and pursuant to the same terms, conditions, and pricing of Contract No. 19632 procured by the City of Daytona Beach, in accordance with the Contractor’s Fee Proposal Summary attached hereto as Exhibit “A”.
3. This Agreement shall be effective from the date of execution to March 3, 2025.

4. (a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least thirty (30) day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach within ten (10) business days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within ten (10) business days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Contractor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, estimates, reports, and any and all such other information and materials of whatever type or nature as may have been accumulated by Contractor in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due solely to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been affected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

5. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

CONTRACTOR:

Raftelis Financial Consultants, Inc.
341 N. Maitland Ave., Suite 300
Maitland, FL 32751
Attn: Robert J. Ori
Phone: 407-628-2600
Email: Rori@Raftelis.com

6. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

7. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

8. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

- a. Contractor shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City 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 Florida Statute or as otherwise provided by law.
 - iii. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records

required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

10. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

11. 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.

12. The Contractor hereby indemnifies and holds harmless the City from and against, all liabilities, damages, loses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the services performed provided that the liabilities, damages, loses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Contractor, and subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

13. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and conditions of Contract No. 19632 Supply of services for rate, financial, and management consulting services.
- c. Contractor's response to Solicitation No. 19632 for services for rate, financial, and management consulting services and any subsequent information submitted by Contractor during the evaluation and negotiation process.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and Contractor executed this contract as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: _____
Thomas F. Carney Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: Robert J. Ori

Print Name: Robert J. Ori

Title: Executive Vice President

(SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of APRIL, 2024 by ROBERT J. ORI (name of person), as EXEC. VICE PRESIDENT (type of authority) for RAFTELIS FINAN. CONS., INC. (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____



Donna L. Cox
Notary Public - State of FLORIDA