

CITY OF DELRAY BEACH  
ADDENDUM TO LETTER AGREEMENT  
FOR INDEPENDENT FINANCIAL CONSULTING SERVICES

This Addendum to the Agreement for Independent Financial Consulting Services, by and between the City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Citrin Cooperman Advisors, LLC, a Delaware Limited Liability Company (hereafter referred to as "Citrin Cooperman"), authorized to do business in Florida, whose address is 355 Alhambra Circle, Suite 900, Coral Gables, FL 33134, is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEREAS**, the City and Citrin Cooperman desire to add provisions necessary for compliance with Florida Statutes; and

**WHEREAS**, Citrin Cooperman agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement; and

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein, the parties do agree that the Agreement is amended as follows:

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein, the parties do agree that the Agreement is amended as follows to add the following provisions:

Citrin Cooperman has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by an affidavit.

By entering into this Agreement, Citrin Cooperman acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Citrin Cooperman 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 Citrin Cooperman, Citrin Cooperman 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 Citrin Cooperman.

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.

**IF CITRIN COOPERMAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITRIN COOPERMAN'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. 1<sup>ST</sup> 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](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

- a. Citrin Cooperman 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 Citrin Cooperman 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 Citrin Cooperman or keep and maintain public records required by the City to perform the service. If Citrin Cooperman transfers all public records to the City upon completion of the Agreement, Citrin Cooperman shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Citrin Cooperman keeps and maintains public records upon completion of the Agreement, Citrin Cooperman 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 Citrin Cooperman 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.

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.

**IN WITNESS WHEREOF**, the City and Citrin Cooperman executed this Agreement as of the day and year first above written.

ATTEST:

**CITY OF DELRAY BEACH**

By: \_\_\_\_\_  
Alexis Givings, Interim City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

**CITRIN COOPERMAN**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person acknowledging).

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

\_\_\_\_\_  
Notary Public – State of Florida