

## AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Raftelis Financial Consultants, Inc.**, located at 463 Wilford Avenue, Longwood, FL 32750, possessing FEIN# 20-1054069 (hereinafter referred to as “FIRM”) under seal for the On-Call Professional Services, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

**Section 1 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Bid #26PB-086 - On-Call Professional Services, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.**

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

**Section 2 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM. Exhibit A, City of Groveland Contract, hereto, is the original Contract Marion County is Piggybacking.

**Section 3 – Term.** This Agreement shall commence June 16, 2026, and will conclude August 31, 2029 (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

**Section 4 – Scope of Services.** FIRM shall complete the Work for Project 26PB-086, more fully set forth on Exhibit B, The Proposal, hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

**Section 5 – Compensation.** COUNTY shall make payment of Seventy-Five Thousand and 00/100 Dollars (\$75,000), (the “Agreement Price”), to FIRM under COUNTY’s established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

**Section 6 – Assignment.** FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 7 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 8 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 9 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 10 – Public Records Compliance**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT  
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marionfl.org](mailto:publicrelations@marionfl.org)**

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
  - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 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 Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
  - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

**Section 11 – Indemnification.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

**Section 12 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

#### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

#### BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 13 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 14 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 15 – Damage to Property.** FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 17 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 18 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- f) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 19 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

**Section 20 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 21 – FIRM Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 22 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

**Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
  - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
  - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
  - c. Been engaged in business operations in Cuba or Syria; or
  - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
  2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 25 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

**Section 26 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 27 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Work for the project.**

**Section 28 – Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: Raftelis Financial Consultants, Inc.  
463 Wilford Avenue, Longwood, FL 32750  
CONTACT PERSON: | Phone:

COUNTY: Marion County Building Services  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marionfl.org](mailto:procurement@marionfl.org). If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail,

FIRM may designate up to two (2) e-mail addresses: ccowan@raftelis.com and jwilliams@raftelis.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**ATTEST:**

\_\_\_\_\_  
GREGORY C. HARRELL,                      DATE  
MARION COUNTY CLERK OF COURT

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
MATTHEW G. MINTER,                      DATE  
MARION COUNTY ATTORNEY

**WITNESS:**

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME

**WITNESS:**

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

\_\_\_\_\_  
CARL ZALAK, III                                      DATE  
CHAIRMAN

**BCC APPROVED:** June 16, 2026  
26PB-086 | On-Call Professional Services

**RAFTELIS FINANCIAL CONSULTANTS, INC.**

\_\_\_\_\_  
BY:    DATE  
\_\_\_\_\_  
PRINTED:  
\_\_\_\_\_  
ITS: (TITLE)

# Exhibit A - City of Groveland Contract

## CONTINUING CONSULTANT SERVICES AGREEMENT

This Agreement is made and entered into on this 8<sup>th</sup> day of August, 2024, by and between the CITY OF GROVELAND, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), 156 South Lake Avenue, Groveland, Florida 34736, and RAFTELIS FINANCIAL CONSULTANTS, INC., (hereinafter referred to as "CONSULTANT"), a Foreign Profit Corporation, Federal Employer Identification Number 20-1054069, whose principal location is 227 West Trade Street, Suite 1400, Charlotte, North Carolina 28202.

### PREMISES

WHEREAS, the CITY issued a Request for Proposals (RFP) #2023-RFP-019, Citywide On-Call Professional Services for the purpose of contracting with multiple consulting firms to provide general and professional services to include capital construction projects or studies;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY for the outlined services upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and,

WHEREAS, this Agreement shall constitute a continuing services contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

#### 1. SCOPE OF PROFESSIONAL SERVICES

CONSULTANT shall provide professional services as provided in RFP 2023-RFP-019, Citywide On-Call Professional Services, which is incorporated by reference herein, and services as outlined within Exhibit A, Scope of Professional Services, attached. CONSULTANT will perform all such services in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time and location services are rendered.

The CITY shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the CONSULTANT is providing these services on a nonexclusive basis. The CITY, at its option, may elect to have any of the services set forth herein performed by other consultants or CITY staff. CONSULTANT shall be responsible for the accuracy of the work products and shall promptly correct its errors and omissions without additional compensation. Acceptance of work products by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

#### 2. COMPENSATION AND METHOD OF PAYMENT

CITY shall pay CONSULTANT in accordance with Exhibit B, Hourly Billing Rate Schedule, which is attached hereto and incorporated herein by reference as part of this Consultant Services Agreement (CSA). The Hourly Billing Rate Schedule identifies all job classifications, which will perform billable services pursuant to this CSA and the hourly rate for each job classification. Only those job classifications incorporated into Exhibit B will be authorized to provide services to the CITY. The CITY reserves the right to negotiate additional job classifications, should the need arise.

Exhibit B, Hourly Rate Schedule will reflect the following:

- a. Job Classification;
- b. List of CONSULTANT staff that may be requested to provide services under this Agreement;
- c. A Range of Base Hourly Rates per job classification;
- d. Breakdown of Multiplier to be applied to the Range of Base Hourly Rates;
- e. A Range of Billable Hourly Rates per job classification.

The CONSULTANT shall, when requiring the services of subconsultants, be responsible for the integration of all subconsultants' work into the documents and for all payments to such subconsultants out of the approved Task Order. Services rendered by the CONSULTANT in connection with the coordination of any such subconsultants or other personnel services shall be considered within the scope of the Agreement and no additional fee will be due the CONSULTANT for such work.

Consumables, miscellaneous expenses, and travel expenses shall be paid in accordance with FS 119.061 and the City of Groveland Travel Policy, dated March 16, 2020, which is attached hereto and incorporated herein by reference as part of the CSA. Any charge submitted as a pre-approved expense, i.e., materials, supplies, equipment, etc., shall be billed at cost plus ten percent (10%).

The CONSULTANT'S compensation shall be established and authorized for each Task Order on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the Agreement. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the first year of the Agreement. Compensation for any authorized cost that is not set forth in the Agreement shall be negotiated prior to issuance of the Task Order and shall be supported by Exhibit B, Hourly Billing Rate Schedule.

- A. CONSULTANT shall provide a "Not-to-Exceed" fee for the approved Task Order. The total sum of all personnel, including subconsultants, expenses, and miscellaneous costs supported by the approved Task Order shall be considered a "Not-to-Exceed" fee. No additional compensation shall be due unless changes are made to the approved Task Order.
- B. Exhibit B, Hourly Rate Schedule may be adjusted one time annually and then only at the beginning of each new one-year period with the consent of the CITY which consent may be withheld in its sole discretion. All such adjustments must be supported by a CITY approved index with calculations reflecting a clear equation supporting the proposed adjustment(s).
- C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month based upon progress completed to date. All travel, per diem, mileage, etc., will be in accordance with Exhibit C, Travel Policy.
- D. Upon satisfactory completion of the Task Order or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.
- E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT in accordance with Florida Statute 218.73, Local Prompt Pay Act.
- F. When work is assigned, CONSULTANT must submit a comprehensive scope with all relevant information incorporated to the CITY within ten (10) days of assignment.

### 3. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under any Task Order under this Agreement. Such changes and method of compensation must be agreed upon in writing by revised Task Order(s) and updated Purchase Order.

### 4. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with any Task Order issued under this Agreement. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT. CONSULTANT may rely on all data and information provided by or on behalf of the CITY in writing without additional investigation, unless otherwise instructed by the CITY.

## 5. REPRESENTATIVE OF THE CITY AND CONSULTANT

It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.

CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Chad Cowan, Project Manager  
341 N. Maitland Avenue, Suite 300  
Maitland, Florida 32751  
[ccowan@raftelis.com](mailto:ccowan@raftelis.com).

## 6. TERM OF THE AGREEMENT

The term of this Agreement shall be from the date last signed by a party to this Agreement until the last day of the last month of the fifth (5<sup>th</sup>) year after original execution. All work in progress at the time of expiration of the Agreement will extend beyond the expiration of this Agreement; the term of this Agreement shall automatically be extended until completion of the work. No new work will be issued after the date of termination of the Agreement regardless of all on-going work.

## 7. TERMINATION

- A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.
- B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work identified in all executed task orders to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.
- C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

## 8. INDEMNIFICATION OF CITY

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the CITY, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its subconsultants, or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT'S insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any. Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages.

- A. The CITY'S review, comment, and observation of the CONSULTANT'S service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

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**9. INSURANCE**

- A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a \$2,000,000 combined single limit for each occurrence, and Professional Liability insurance in an amount no less than \$1,000,000 per claim, as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured on the Commercial General Liability and Automobile Liability policies. Renewal certificates shall be provided to CITY within 30 days of renewal.
- B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.
- C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.
- D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

**10. OWNERSHIP OF DOCUMENTS**

It is understood and agreed that all documents identified as a deliverable in Exhibit A, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in providing services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Consultant of any of its intellectual property, know-how or trade secrets.

**11. REUSE OF DOCUMENTS**

- A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.
- B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held liable or responsible for any such reuse.
- C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

**12. NOTICES**

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

*If to City*

Jo-Anne Drury, Finance Director  
156 S. Lake Avenue  
Groveland, Florida 34736  
(352) 730-9264  
Jo-anne.drury@groveland-fl.gov

*If to Consultant*

Chad Cowan  
Raftelis Financial Consultants, Inc.  
341 N. Maitland Avenue, Suite 300  
Maitland, Florida 32751  
ccowan@raftelis.com

With a copy to:  
Michael Hein  
City Manager  
156 S. Lake Avenue  
Groveland, Florida 34736

Anita Geraci-Carver  
City Attorney  
1560 Bloxam Avenue  
Clermont, Florida 34711

And an electronic copy to the City's Procurement Director at [chris.coghill@groveland-fl.gov](mailto:chris.coghill@groveland-fl.gov).

### 13. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

### 14. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

### 15. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this Agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

### 16. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

### 17. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

### 18. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the

parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

#### 19. INDEPENDENT CONSULTANT

It is hereby mutually agreed that CONSULTANT is and shall remain an independent CONSULTANT and not an employee of the CITY.

#### 20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

#### 21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT, or CONSULTANT under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### 22. PUBLIC RECORDS

Pursuant to applicable Florida law, the CONSULTANT'S records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. If applicable, the CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records required by the CITY in order to perform the Services. Upon request from the CITY's Custodian of Public Records, the CONSULTANT shall provide the CITY with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The CONSULTANT shall 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 term of the Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the CITY. Upon completion of the Agreement the CONSULTANT shall transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain all public records required by the CITY to perform the Services. If the CONSULTANT transfers all public records to the CITY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT 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.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS VIRGINIA WRIGHT, CITY CLERK, 156 S. LAKE AVENUE, GROVELAND, FLORIDA 34736, (352) 730-9265, [VIRGINIA.WRIGHT@GROVELAND-FL.GOV](mailto:VIRGINIA.WRIGHT@GROVELAND-FL.GOV).**

#### 23. FORCE MAJEURE

CONSULTANT shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the CONSULTANT or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the CONSULTANT'S control, or for any of the foregoing that affect subconsultants or suppliers if no alternate source of supply is available to the CONSULTANT. In case of any delay the CONSULTANT believes is excusable, the CONSULTANT shall notify the CITY in writing of the delay or potential delay

and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONSULTANT could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the CONSULTANT first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CITY. The CONSULTANT shall not be entitled to an increase in the Contract price or payment of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the CONSULTANT shall perform at no increased cost, unless the CITY determines, in its sole discretion, that the delay will significantly impair the value of the Contract, in which case the CITY may (1) accept allocated performance or deliverables from the CONSULTANT, provided that the CONSULTANT grants preferential treatment to CITY with respect to deliverables subject to allocation, or (2) purchase from other sources (without recourse to and by the CONSULTANT for the related costs and expenses) to replace all or part of the deliverables that are subject of the delay, which may be deducted from the Contract total, or (3) terminate the Contract in whole or in part.

#### 24. FEDERAL REQUIREMENTS.

In the event the Contract is paid in whole or in part from any federal government agency or source, the following specific terms, regulations, and requirements governing the disbursement of these funds shall be specified in the contract. To the extent of any conflict, the following terms, regulations, and requirements shall take precedence.

CONSULTANT is required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA Public Assistance Program and Policy Guide(PAPPG).

This contract is subject to change based on guidance from the Federal funding source.

#### Equal Employment Opportunity

A. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. §60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 112246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶.

#### B. Key Definitions:

- 1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. §60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- 2) Construction Work. The regulation at 41 C.F.R. §60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- 3) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- 4) The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the CONSULTANT agrees as follows:

- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

- b) The CONSULTANT will, in all solicitations or advertisement for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- d) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The CONSULTANT will furnish all information and reports required by Executive 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- g) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONSULTANT or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States."

#### Contract Work Hours and Safety Standards Act

- A. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- B. Where applicable (see 40 U.S.C. §3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 1. See 2 C.F.R. Part 200, Appendix II, ¶.
- C. Under 40 U.S.C. §3702, each CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- D. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. The regulation at 29 C.F.R. §5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

#### "Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No CONSULTANT or SUBCONSULTANT contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for

- all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONSULTANT and any SUBCONSULTANT responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and SUBCONSULTANT shall be liable to the United States (in the case of work done under CONSULTANT for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  - 3) Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or SUBCONSULTANT under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or SUBCONSULTANT for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- Subcontracts. The CONSULTANT or SUBCONSULTANT shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the SUBCONSULTANTS to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any SUBCONSULTANT or lower tier SUBCONSULTANT with the clauses set forth in paragraphs (1) through 94) of this section.

Rights to Inventions Made Under a Contract or Agreement

For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the CONSULTANT, SUBCONSULTANT, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the CONSULTANT to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶G.

A. Clean Air Act.

- 1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental protection Agency Regional Office.
- 3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

B. Federal Water Pollution Control Act.

- 1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The CONSULTANT agrees to report each violation to the CITY of Longboat Key and understands and agrees that the CITY of Longboat Key will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

Procurement of Recovered Materials

- A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contracts must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation

and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶7.

- B. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Act at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
- 1) In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
    - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - b) Meeting contract performance requirements; or
    - c) At a reasonable price.
  - 2) Information about this requirement, along with the list of EPA-designate items, is available at the Environmental Protection Agency's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>.

Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms

- A. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime CONSULTANT partakes in five "affirmative steps" designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- B. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided "Affidavit of Compliance with 2 CFR §200.321 Requirements". The affidavit shall be notarized for this bid to be responsive.
- C. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
- 1) Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
  - 2) Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
  - 3) Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.

Default and Remedy

If the CONSULTANT materially defaults in its obligations under this contract and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to:

- a. Immediately terminate this contract by delivering written notice to the CONSULTANT, and
- b. Pursue any and all remedies available in law, equity, and under this contract.

Upon such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all work performed through the date of contract termination.

#### Termination for Cause

This Contract may be terminated by the CITY, in whole or in part, at any time, due to the failure of the CONSULTANT to fulfill its obligations under this contract, subject to the cure period provided in (Default and Remedy), by delivering written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall:

- a. Immediately discontinue all work and deliver to the CITY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing the work under this contract, regardless of state of completion.
- b. Unless in dispute, claim, or other remedy, the CONSULTANT shall be paid for work completed to the date of termination.

#### Termination for Convenience

The CITY, by written notice, may terminate this contract, in whole or in part, when it is in the CITY's best interest. If this contract is terminated, the CITY shall be liable only for goods or services delivered and accepted. The CITY Notice of Termination shall provide the CONSULTANT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

#### Program Fraud and False or Fraudulent Statements or Related Acts

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

#### No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

#### Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT or its principals (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B. The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By submission of a proposal, Proposer affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subCONSULTANTS are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

#### Florida Convicted/Suspended/Discriminatory Complaints

By submission of a proposal, Proposer affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. **DRAFTING PARTY.** This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

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DRAFT

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

[Signature]  
Signature  
Print Name: Lise Cortese

[Signature]  
Signature  
Print Name: Travis Jackson

CITY OF GROVELAND

[Signature]  
Christine Coghill, Procurement Director  
Date: 8/21/24

ATTEST:

[Signature]  
Virginia Wright, City Clerk

WITNESSES:

[Signature]  
Signature  
Print Name: Anne Bryant  
[Signature]  
Signature  
Print Name: Kyhara deGeneste

RAFTELIS FINANCIAL CONSULTANTS, INC.

[Signature]  
Chad Cowan, Senior Manager  
Date: 8/8/24

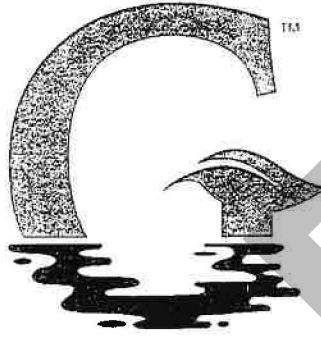
## EXHIBIT A, SCOPE OF PROFESSIONAL SERVICES

CONSULTANT shall provide professional and/or consulting services for CITY projects on an as-needed basis. CONSULTANT shall be selected on a rotational basis, based upon discipline, unless such documentation provides valid reasoning as to a specific CONSULTANT being selected. When this occurs, CONSULTANT shall remain next in the rotation. These projects, for those disciplines that fall under the Consultant's Competitive Negotiation Act (CCNA), FS 287.055, no construction project may exceed \$4,000,000 and no study may exceed \$500,000. A Task Order will be issued by the CITY and the CONSULTANT shall provide an initial scope and fee, which will then be negotiated to final form. The scope and the cost shall be negotiated after the CONSULTANT has been engaged.

Vendor	Environmental Consulting	Geotechnical/Hydrogeologic Services	Stormwater Consulting	Surveying, Mapping and GIS	Traffic/Transportation Planning & Engineering	Water, Wastewater & Reclaimed Water Infrastructure	Landscape Architectural Professional Services	Planning & Community Development Professional Services	Architectural Services / Facilities & Asset Management	Public Works Services	Construction Management & Inspection and Structural Services	Mechanical Electrical & Plumbing (MEP)	Finance Services	State Revolving Fund Support
Bio-Tech Consulting, Inc.	X													
CivilSurv			X	X		X								
CPH, LLC.			X	X	X	X	X	X	X		X	X		
Data Management and Visual Insights (Data MVI)				X										
Florida Technical Consultants, LLC				X										
Geographic Technologies Group				X										
Hale Innovation, LLC			X		X	X		X					X	X
Half Associates, Inc.	X	X	X	X	X	X	X			X	X		X	X
Kimley-Horn and Associates, Inc.	X	X*	X	X*	X	X	X	X	X	X	X	X		
KMF Architects							X	X	X		X	X		
Madrid CPWG	X	X	X		X	X	X				X	X		
McCree Design Builders, Inc.			X				X		X		X	X		
Nadic Engineering Services		X	X		X	X			X	X	X			
Raffelis Financial Consultants, Inc.													X	
SMW GeoSciences, inc.	X	X				X								
Southeastern Surveying and Mapping Corporation				X										
Surface Water Professionals	X	X	X											
The Lunz Group, Inc.	X	X	X	X			X	X	X		X	X		
Volkert, Inc.				X	X						X			
Woodard & Curran Inc.	X	X	X			X		X		X	X		X	X
WSP USA Environment & Infrastructure Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
YBE Consulting, Inc	X													



# Business Travel Expense Policy



**Groveland**

**FLORIDA**

*City with Natural Charm™*

Effective March 16, 2020

## **A. Purpose**

The purpose of this Policy is to ensure the City of Groveland reimburses employees and council for reasonable business travel expenses incurred while on assignments away from the City.

## **B. Scope**

This Policy shall apply to business travel expenses incurred for which reimbursement is requested by employees and council.

## **C. Definitions**

Council Member: An elected official of the City of Groveland representing the residents. This will also include the Mayor and Vice Mayor for the purpose of this policy.

Employee: An individual employed by the City of Groveland drawing a salary or wages, whether elected or not, and any non-compensated individual performing personal services for such a governmental body.

Incidental Expenses: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

Per Diem: An allowance for each day for the purchase of meals and incidental items arising from business travel.

## **D. Responsibilities**

The employee or council member who is traveling is responsible for providing the details of his/her travel plans and receiving any necessary preauthorization approvals and complying with all the policy guidelines and requirements. The employee or council member is responsible for identifying and utilizing the most responsible and efficient means when traveling for City business.

## **E. Eligible Expenses**

The following are types of expenses which are eligible for reimbursement per the policy.

### 1. Registrations

The cost associated with registering for training/conference.

### 2. Transportation

Employees are encouraged to utilize the most efficient means for travel to and from the destination and shall consult with their department director. This could include:

1. Use a City vehicle purchased for employee travel; or

2. Use a City vehicle already permanently assigned to them; or
3. Use of a personal vehicle; or
4. Use of a rental car; or
5. Use of air transportation; or
6. Use of rail transportation.

Mileage - Employees using their privately owned vehicle for official authorized City business shall be reimbursed for such use at the IRS Standard Mileage Rate. This rate shall be adjusted annually on January 1<sup>st</sup> in accordance with the IRS Standard Mileage Rate. This rate applies for both in and out-of-county travel. The 2020 IRS standard mileage rate is \$0.575 per mile.

Internet mapping (via Google Maps) should be submitted to document the estimated mileage and may also be used for documentation of the actual mileage. The employee may submit actual mileage should estimate vary from the actual. Mileage will be based on distance from employee's normal workplace or from their home, whichever is closer to their final travel destination only. <https://www.google.com/maps>

Employees are eligible to receive mileage reimbursement for in and out of City mileage incurred. Department Directors may receive mileage reimbursement as long as the destination is 10 miles or greater from their work location.

Rental Car: Standard rental car is covered if it is required/cost effective. Documentation showing airfare quotes, rental car quotes and mileage and other estimated expenses required with travel forms. Preauthorization is required. Standard rental car is considered to be \$35 a day rental or mid-sized rental car (or equivalent size). If a group is traveling together, a larger rental car may be appropriate and can be authorized by a Department Director or City Manager.

Parking: Standard parking only (Valet parking is considered an upgrade and would only be covered if no other parking is available)

Tolls: (this should be noted on Internet mapping)

Taxi/Rideshare:

- Transportation from the airport to the hotel.
- If the conference is more than .5 miles {10-minute walk} distance from the hotel, the city authorizes one taxi/rideshare to and from the hotel to the conference daily provided there is no free shuttle available from the hotel. All exceptions must be then approved by the City Manager, when necessary.
- If the conference has a function that is offsite, documentation for the function must be included in order to be covered.

Effective: March 16, 2020

- Tips related to taxi/rideshares are limited to 10% of the fare.

Airfare: Base airfare is covered and a maximum of one checked bag. Seat selection is allowed. *Travel insurance if preauthorized by the Finance Director and City Manager with documentation to show just cause.*

3. Lodging

The City will cover the full cost of lodging for:

- Standard Room Charge (no hotel upgrades)
- Air B&B, Lifekey, etc. (standard accommodation)

Lodging is expected to be reasonable based on the travel location and length of stay.

4. Meals

Meals are paid at the standard IRS/GSA per diem rate. The rates are based on the Orlando identified location and updated per the IRS/GSA per diem rate for that identified area and will be updated per the IRS/GSA website. [www.gsa.gov/portal/category/100120](http://www.gsa.gov/portal/category/100120). If the individual is traveling to a location with a higher IRS/GSA per diem rate as indicated by the above website, the City Manager is allowed to authorize the higher per diem rate.

The 2020 rate for the Orlando region is as follows:

Description	Amount
Meals & Incidentals Total (per day)	\$66.00
First & Last day of Travel	\$49.50
Breakfast	\$16.00
Lunch	\$17.00
Dinner	\$28.00
Incidental Expenses	\$ 5.00

The use of the individual reimbursement amounts is listed for when travel does not require an overnight stay. Per Diem will only be paid out for a maximum of 14 days of travel. If travel is longer than 14 days, costs of meals and incidentals will have to be verified for any additional reimbursement and may not exceed the per meal rate. If additional reimbursement will be requested, receipts of all meals and incidentals will be required for the entire length of the trip and costs will be verified so that expenses do not exceed the allowed meal costs.

Incidental Expenses are only paid as part of per diem for travel which results in overnight stays.

## **F. Ineligible Expenses**

Any of the expenses not listed in section E would be considered ineligible expenses. The below list is not to be considered the only ineligible expenses. Some examples are included below for a reference.

- Hotel upgrades
- Personal room charges
- Alcoholic beverages
- Meals, food and other drinks, etc. when per diem has been issued.
- Personal care items
- Sales tax for in state travel
- Costs related to spouses, children or other non-employees of the City
- Airfare - priority boarding or upgrades in class to business/ first class

## **G. Approvals**

Department Directors approve travel for all employees within their department and the City Manager approves Department Head and City Council travel. Finance Director will review and approve reimbursements to the City Manager.

Department Directors are responsible for managing the business travel expenses for their department in relation to their budgets. If anticipated travel costs will exceed the department budget related to travel, the travel will have to be approved by the Finance Director and City Manager.

## **H. Travel Reimbursement**

When travel is completed, employees and council members must submit completed travel expense reports within five business days. Complete a travel expense report with required approvals and sent to the Finance Department for reimbursement. Reports must be accompanied by receipts for all individual expenses requesting reimbursement exclusive of use of per diem. Examples of receipts needed would include lodging, rental cars, air fare, taxis, parking, etc... Meals will not require receipts unless requesting reimbursement over the maximum number of days per diem is provided.

Please also refer to the Credit Card policy if the City issued credit card was used for any of the expenses while traveling.

## **I. Personal Time & Travel Guests**

Employees and council members on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with the successful completion of business objectives. Generally, employees are permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from

such nonbusiness travel or companions are the responsibility of the employee/council member and are not to be charged to a City credit card or be reimbursed.

**J. Abuse of Policy**

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

**K. Authority**

Approved and adopted by the Groveland City Council by Resolution Number 2020-17 on March 16, 2020.

DRAFT

Effective: March 16, 2020

# HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as Chad Cowan (Role) of Raftelis Financial Consulting (Company).

3. Raftelis Financial Consulting (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

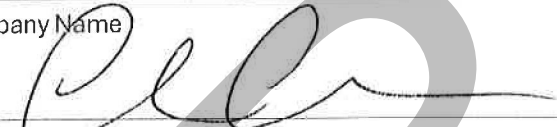
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I, Chad Cowan, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Raftelis Financial Consulting

Company Name

  
Authorized Signatory

Chad Cowan

Printed Name

Senior Manager

Title

8/8/24

Date

## Exhibit B - The Proposal



May 21, 2026

Mr. Chuck Brown, MBA                      and              Mr. John Pearson  
Assistant Director    Director  
Marion County  
2710 E. Silver Springs Blvd.  
Ocala, FL 34470

Subject:     **Proposal to Conduct a Building Department Fee Evaluation  
Pursuant to Piggybacking the City of Groveland contract #2023-RFP-019, Citywide On-Call  
Professional Services**

Dear Mr. Brown and Mr. Pearson:

As requested by Marion County (the “County”), Raftelis Financial Consultants, Inc. (“Raftelis”) has prepared the following agreement to provide rate and financial consulting services (the “Proposal”) on behalf of the County. Specifically, we were requested to i) assist the County in updating the cost allocation analysis and revenue sufficiency evaluation of the building permit fees (the “building permit fees”) by the Building Safety Department (the “Building Department”) as it complies with provisions of Sections 166.222, 553.791, and 553.80, Florida Statutes; and ii) the development of a cost recovery analysis and fee determination for the permit fees and miscellaneous / other inspection and service fees (the “permit fees”) (collectively, the “Project”). With respect to the performance of the Project, Raftelis will rely on the County staff and the County’s consultants as may be necessary to assist in the identification of activities and cost to provide services by the County associated with the evaluation of costs to be recovered from the application of Building Department fees to new construction.

Based on our understanding of the Project, Raftelis proposes the following:

### **Project Team and Billing Rates**

With respect to the performance of the Project, Mr. Joe Williams will serve as the project director and a project manager that will serve as the primary contact between the County and Raftelis will be assigned upon this engagement being established. Raftelis may utilize other employees or associates during the course of the Project as needed. Please see Attachment A for a summary of the personnel titles and billing rates for Raftelis staff that may be utilized during this engagement, which is made a part of this Proposal.

### **Scope of Services**

The scope of services to be performed by Raftelis is included in Attachment B, which is made a part of this Proposal.

### **Compensation and Billing**

Based on the scope of services as summarized in Attachment B, we propose to establish a lump sum contract budget to perform the Project on behalf of the County in the amount of \$75,000, which is summarized on Attachment C,

which is made a part of this Proposal. The lump sum project budget will be billed through monthly invoices based on the percentage of the project complete. This contract budget amount includes labor and other direct costs such as travel, telephone, delivery charges, and subconsulting expenses, if any.

## Project Schedule

Upon notification to proceed as provided to Raftelis by the County, Raftelis plans to complete the Project and provide a draft letter report or discussion memorandum for consideration by the County within one hundred fifty (150) days upon receipt of the notice to proceed. The completion of the analysis would be subject to the availability of information provided to Raftelis from the County.

## Disclosure

As a registered Municipal Advisor under the Dodd-Frank Act (the “Act”), Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing “advice” as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist. Under the Act the definition of “advice” includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. The scope of services included in this Proposal does not include, to the best of our knowledge, providing “advice” as defined in the Act. By signing this engagement letter indicating its approval and acceptance of the proposed scope of work and fees, the County is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services, if any, to be provided by Raftelis as part of this engagement.

If this Proposal is acceptable to the County, please prepare the necessary contractual documents or agreement between our two parties that includes the terms of this proposal; the receipt of necessary contractual documents or a signed agreement will serve as our notice to proceed on the Project.

We appreciate the opportunity to assist the County on this Project.

Respectfully submitted,

**RAFTELIS FINANCIAL CONSULTANTS, INC.**



**Joe Williams**

*Vice President*

**ATTACHMENT A**

**RAFTELIS FINANCIAL CONSULTANTS, INC.**

**SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES**

**DIRECT LABOR RATES [1]**

Project Team Title	Direct Labor Hourly Rates
Executive Vice President/Senior Principal	\$400.00
Vice President	\$360.00
Senior Manager	\$320.00
Manager	\$295.00
Senior Consultant	\$250.00
Consultant	\$220.00
Associate	\$185.00
Analyst	\$135.00
Administration	\$100.00

**STANDARD COST RATES [1]**

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Meals	Actual Cost
Lodging / Other Travel Costs (Airfare, Car Rental, Parking, Taxi, etc.)	Actual Cost
Subconsulting Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[1] Direct labor rates and standard cost rates per the Piggyback Agreement.

## ATTACHMENT B

### RAFTELIS FINANCIAL CONSULTANTS, INC.

### BUILDING DEPARTMENT FEE EVALUATION

#### SCOPE OF SERVICES

---

The scope of services to be performed by Raftelis shall include a review and update of the sufficiency of the building permit fees to fund the allocated cost of service and the determination of revised building permit fees to recover the cost of service (the “building fees”). The following is a summary of the tasks to be performed that comprise the scope of services for each phase of the Project.

Task 1 – Data Acquisition and Review: Raftelis will work with the County to obtain financial information and reports and other data necessary to determine the allocated costs of providing building inspection and related services necessary for providing permitting and oversight services for new construction as provided by the Building Department (the “services”). Information to be requested from the County and obtained during the staff interview process may include, but not be limited to, the following:

- A. General Fund and Building Department financial and budget information, including any previous cost allocation analyses and supporting work papers;
- B. Detailed permit information, square footage for fee application, and other attributes associated with the derivation of revenues allocated to the Building Department;
- C. Statistical information regarding the development of cost allocation factors including, but not limited to, square feet of office space allocable to each department, percent of time spent by employees in building / inspection function, etc.;
- D. Any debt or loan repayment expenditures associated with the financing of Building Department fixed assets (buildings, improvements, equipment, etc.); and
- E. Other financial and operational information deemed necessary by Raftelis and the County.

Raftelis will prepare an information request to obtain certain data, documents, and analyses to be compiled by the County.

Task 2 – Department Staff Interviews for Cost Identification: As part of the data acquisition process, Raftelis will interview the County staff to identify cost allocation parameters. Raftelis will identify key personnel to discuss the cost of providing the permit, inspection services, and development fees, including the nature of the services provided and any other supporting costs associated with the provision of such service (e.g., vehicle expense, payroll benefits, materials and supplies, contract services, etc.). These interviews will occur with each department as necessary and will yield data that will serve as the basis for determination of certain rate levels. Up to two in-person meetings are anticipated for this effort. Additional web meetings will be used as necessary.

Task 3 – Building Fee Cost Analysis: Based on the information compiled by the County and the results of the staff interview process, Raftelis will prepare a detailed cost allocation process to determine the estimated cost of providing building permits and construction inspections. The analysis will include the identification of costs that should be recognized in the cost analysis, the development of cost allocation factors for the assignment of certain costs and estimates of the cost of providing service. For the purposes of this analysis, the budgeted costs identified by the Building Department for the Fiscal Year ending September 30, 2026 (will include year-to-date expenditures and estimates to complete the Fiscal Year) will serve as the Test Year for the cost analysis. Preliminary Fiscal Year 2027 budget information will be incorporated to the analysis as well. Upon completion of the cost allocation analysis, Raftelis will present the results to County staff in a working group meeting. The presentation will focus on the cost identification and allocation process. Raftelis will update the analysis based on the results of the working group meeting. Raftelis will prepare presentation materials and other supporting documentation, or correspondence as considered necessary to present the analysis to the County staff. This cost allocation effort will support the design of the updated rates, which will consider new Statute requirements resulting from House Bill 803.

Task 4 – Building Fee Revenue Sufficiency Analysis: Raftelis will evaluate the relationship between the expenditures associated with the Building Permit and Inspection Services and the revenues anticipated to be received from permits for construction in order to determine the nexus between the services provided and revenues to address the provisions of Sections 166.222 and 553.80, Florida Statutes. Raftelis will work with County staff to establish the historical four (4) year average operating costs, for the period ended September 30, 2025, to determine the carry-forward reserves balance that can be considered as the carry-forward amount. This amount will be compared to the current cash balances and considered in the determination of the revenue requirements to be recovered from building / permit fees.

Task 5 – Design Proposed Building Fees: Based on the cost allocation analysis, Raftelis will identify a plan for fee levels over the next five years, with any necessary modification to the building permit fee structure that is currently in effect based on meeting the new requirements identified in House Bill 803. A review with County staff and legal counsel will support the determination of any potential fee structure changes. Raftelis will work with the County to reconcile revenues and expenses for a period not to exceed three years and identify any excess funds that should be addressed pursuant to requirements of Florida Statutes. As part of the evaluation, Raftelis will also prepare an analysis of the credit to be provided by the County if an applicant utilizes their own private contractor to perform a plan review and inspection services in lieu of the County providing these services based on the provisions of Section 553.791, Florida Statutes.

Task 6 – Report Preparation and Presentation: Raftelis will prepare a letter report documenting the assumptions and considerations used in estimating the costs of providing the services associated with the building inspection and permitting process utilized by the County. The report will discuss the assumptions relied upon in the cost allocation process, the allocation factors / basis used, and the results of the cost allocation analysis. Raftelis will prepare a presentation to present the study results and recommendations to the Board of County Commissioners (BOCC). Raftelis has assumed the attendance of one (1) meeting for this task.

Raftelis will assist the County with the review of any ordinances or resolutions to reflect changes in fee structure or level based on the analysis conducted in the previous tasks; the ultimate preparation of the ordinance or resolution will be the responsibility of the County and their legal team.

Meetings: For the purposes of this scope of services and the cost estimate included herein, Raftelis has assumed the attendance of four (4) on-site meetings. It was assumed that the on-site meetings, including preparation and travel

allowances would have a duration of eight (8) hours and the virtual meetings would have a duration of two (2) hours per meeting. A summary of the meetings is summarized below:

1. Two (2) on-site meetings are anticipated for the staff interview process to assist with determination of appropriate cost allocation efforts and efforts related to specific fees such as inspection activities and smaller permit fees.
2. One (1) on-site meeting to present the initial assumptions and results of the 2026 building permitting analysis and forecast to County;
3. One (1) on-site meeting to present the results of the 2026 building permitting and planning analysis and proposed fees to the BOCC; and
4. Two (2) virtual meetings to discuss the cost allocation assumptions, results and findings as part of the cost allocation and revenue forecast analysis for the building permit fees.

## List of Deliverables

The deliverables to be provided in this engagement include the following items:

- Initial Data Request;
- Proposed Rates;
- Report Documenting Analysis and Findings; and
- 2026 Presentation Document to present fees to the BOCC.

## Additional Services

During the course of the engagement, the County may request additional services from Raftelis. Although no additional services are anticipated at this time, Raftelis will perform such services only as mutually agreed between the County and Raftelis in writing. Examples of consulting services that would be considered as an additional service include, but are not limited to, the following activities:

1. Attendance of meetings in addition to what is contemplated in the scope of services referenced above. For the purposes of this Agreement, it is estimated that the cost of each additional meeting would include 8 hours per meeting with attendance of two Raftelis personnel plus travel expenses and materials associated with attendance of such meetings.
2. Performance of additional financial and rate analyses and/or modification to the rate analysis after substantial completion of the cost allocation process, and presentation to staff as a result of BOCC directives and/or changes in assumptions and data requirements as subsequently provided by the County (e.g., due to changes in information or in assumptions initially relied upon in the cost allocation process).
3. Attendance of meetings with affected customers or third parties and the preparation of testimony as a result of any third-party action relative to the cost allocation process.

ATTACHMENT C

Marion County, Florida

**Preliminary Job Cost Estimate for Building Department Fee Evaluation**

Activity	Task Reference	Vice President	Senior Manager	Consultant	Associate	Totals
<b>Project Billing Rates (\$/Hr.)</b>		\$360.00	\$320.00	\$220.00	\$185.00	
<b>Scope of Services</b>						
Data Acquisition and Review	1	2	2	4	8	16
Department Staff Interviews for Cost Identification	2	2	20	20	12	54
Building Fee Cost Analysis	3	2	8	24	24	58
Building Fee Revenue Sufficiency Analysis	4	2	10	12	20	44
Design Proposed Building Fees	5	2	16	24	24	66
Report Preparation and Presentation	6	2	20	20	14	56
Project Management Allowance	All		4			4
Total Project Hours		12	80	104	102	298
Total Direct Labor Cost - All Tasks		\$ 4,320	\$ 25,600	\$ 22,880	\$ 18,870	\$ 71,670
Allowance for Other Direct Costs						
Telephone Allowance						\$ -
Mileage Reimbursement Allowance (180 miles roundtrip)	4					610
Travel Expenses and Rounding Allowance						2,720
Total Allowance for Other Direct Costs						\$ 3,330
Total Estimated Project Cost						\$ 75,000