

Phone: 954-786-4611 Fax: 954-786-4095

Asceleta Hammond, CMC City Clerk

CITY OF POMPANO BEACH

100 West Atlantic Boulevard, Room 253
Pompano Beach, Florida 33060
www.pompanobeachfl.gov

April 12, 2018

Mr. Sergio Masvidal Managing Director PFM Financial Advisors, LLC 255 Alhambra Circle, Suite 404 Coral Gables, FL 33134

RE: City of Pompano Beach Ordinance No. 2018-50

Dear Mr. Masvidal:

Enclosed for your records, please find a copy of Ordinance No. 2018-50, together with a Service Contract between the City of Pompano Beach and PFM Financial Advisors, LLC, to provide Financial Advisory Services.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Asceleta Hammond, CM

City Clerk

AH/jfw Enclosure(s)

CITY OF POMPANO BEACH Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND PFM FINANCIAL ADVISORS, LLC, TO PROVIDE FINANCIAL ADVISORY SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract between the City of Pompano Beach and PFM Financial Advisors, LLC, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 13th day of March , 2018.

PASSED SECOND READING this 27th day of March, 2018.

LAMAR-FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

TAL/jrm 2/23/2018 L:ord/2018-130

Org. 17

SERVICE CONTRACT

THIS AGREEMENT	is	made	and	entered	into	this	Sid	day	of
as "City" and PFM FINANCIAL A	8, t	y the Cl	TY OF	POMPA	NO BI	EACH,	hereinafter	referre	d to
as "City" and PFM FINANCIAL A	\D\	VISORS,	LLC.,	a foreign	limited	l liabili	ty company	authori	ized
to do business in Florida, hereinaft	er r	eferred to	as "Co	ontractor.	"				

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

- 1. <u>Contract Documents</u>. The Contract Documents consist of this Agreement; Exhibit "A" RFP E-34-17, and Contractor's response; Exhibit "B" insurance requirements, if needed; Exhibit "C" Rate Schedule, and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
- 2. <u>Purpose</u>. City hereby contracts with Contractor to provide financial advisory services upon the terms and conditions herein set forth
- 3. <u>Scope of Work</u>. Contractor shall provide the services to be rendered as set forth in Exhibit "A", RFP E-34-17 and Contractor's response, attached hereto and by reference incorporated herein and made a part hereof.
- 4. <u>Term of Contract</u>. This Contract shall be for a term of five (5) years beginning with the date this Contract is fully executed by both parties.
- 5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this contract for an additional two (2) periods of one (1) year upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.
- 6. <u>Maximum Obligation</u>. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.
- 7. <u>Price Formula</u>. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payments shall be made in accordance with Exhibit "C", attached hereto and by reference incorporated herein and made a part hereof.

8. <u>Invoices.</u> Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted for services rendered.

9. <u>Payment</u>. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. <u>Disputes</u>.

- A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.
- B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.
- 11. <u>Communications</u>. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor:

PFM Financial Advisors, LLC.

Sergio Masvidal, Managing Director 255 Alhambra Circle, Suite 404

Coral Gables, FL 33134

If to City:

City of Pompano Beach

City Manager P. O. Box 1300

Pompano Beach, Florida 33060

- 12. <u>Information and Documents</u>. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.
- 13. <u>Termination</u>. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

Service Contract Page 2 of 8

If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice from the other.

If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing either party shall have the right to terminate this Agreement immediately upon delivery of the written notice to the defaulting party of its election to do so.

- 14. <u>Force Majeure</u>. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.
- 15. <u>Insurance</u>. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.
- 16. <u>Indemnity</u>. The Contractor shall defend, indemnify and hold the City, its officials, employees, authorized agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Section 768.28, Florida Statutes.
- 17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.
- 18. <u>Performance Under Law</u>. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.
- 19. <u>Audit and Inspection Records</u>. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to

Service Contract Page 3 of 8

and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

- 20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.
- 21. <u>Independent Contractor</u>. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.
- 22. <u>Mutual cooperation</u>. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of 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.
- 3. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all

Service Contract Page 4 of 8

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.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611 RecordsCustodian@copbfl.com

- 24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.
- 25. <u>Waiver</u>. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
- 26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 27. <u>Headings</u>. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

Service Contract Page 5 of 8

- 28. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.
- 29. <u>Binding Effect</u>. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.
- 30. Approvals. Whenever City approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.
- 31. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.
- 32. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

Service Contract

"CONTRACTOR"

PFM FINANCIAL ADVISORS, LLC.

Witnesses:	
Lower Color	By: Steve Boyle, Manager
Doreen Corsey (Print or Type Name) Veronica Gangadeen (Print or Type Name)	
STATE OF FLORIDA	
COUNTY OF PHILADELPHIA	
, 2018, by	was acknowledged before me this <u>27th</u> day of Steve Boyle as Manager of PFM Financial Advisors, LLC., authorized to do business in Florida on behalf of the company. has produced
(type o	f identification) as identification.
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA PA Jennifer L Howell, Notary Public of PA
COMMONWEALTH OF PENNSYLVANIA	(Name of Acknowledger Typed, Printed or Stamped)
NOTARIAL SEAL JENNIFER L. HOWELL, Notary Public City of Philadelphia, Phila, County	May 8, 2021 Commission Number
My Commission Expires May 8, 2021	Commodit [fulliot]

Exhibit "C" Rate Schedule

Cost/FeeSchedule

1. Fees shall be based on a "per bond" basis as per the table below. The fees are inclusive of all out of pocket expenses.

Transaction Size	Fee per \$1,000
Up to \$50,000,000	\$0.85
Over \$50,000,001	\$0.75
Minimum fee per transaction:	\$18,000
Maximum fee per transaction	\$75,000

Transactions include all forms of debt issuance, including bonds, COPs, leases, and bank notes

2. Financial advisory services for work performed related to intended bond financing, whereby a bond financing does not materialize. The responsibility of third party costs such as official statement printing, legal fees, advertising, rating agency fees, cost of rating agency or bond insurer trips, including non-local travel, will be billed to and paid for by the City.

For financial advisory services Contractor shall charge a blended hourly rate of \$150

3. Hourly rates for special non-transactional services and financings not involving a public offering of securities, by level of personnel to be involved.

For non-transactional services and financings Contractor shall charge <u>a blended hourly rate of \$200</u>. The City may opt to negotiate these services on a fixed-fee basis per project or task.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

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PUBLEI	insu	RER B : XL Speci	alty Insuran	ce Company	37885	
PFM Financial Advisors LLC	INSU	INSURER C. Continental Casualty Company 20443				
1735 Market Street	INSU	INSURER D : Starr Indemnity & Liability Co 38316				
43rd Floor	inst	INSURER E : Everest National Insurance Company 10120				
Philadelphia PA 19103	INSU	RER F				
COVERAGES CERTIFICATE	NUMBER: 520114945			REVISION NUMBER:	HE DOLLOV DEDIOD	
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Pompano Beach FL 33060	i i	Crystal. *			All clabts and an and	

© 1988-2015 ACORD CORPORATION. All rights reserved.

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COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew Two Liberty Place	CONTACT NAME: PIONE AC No, Ext): 877-861-3220 FAX (A/C, No): 85/	6-830-1535
50 S. 16th Street, Suite 3600	ADDRESS: INSURER(S) AFFORDING COVERAGE	NAIC #
Philadelphia, PA 19102	INSURER A : Great Northern Insurance Company	20303
PFM Financial Advisors LLC 1735 Market Street 43rd Floor	INSURER B : Federal Insurance Company	20281
	INSURER C : Vigilant Insurance Company	20397
	INSURER D :	
	INSURER E :	
Philadelphia, PA 19103-2770	INSURER F:	

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

The City of Pompano Beach is an additional insured on the above referenced Commercial General Liability Policy if required by written contract. A walver of subrogation applies as required by written contract and permitted by law. 30 Days Notice of Cancellation applies / 10 Days Notice for Non-Payment of Premium

APPROVED

By Cindy Lawrence at 5:39 pm, Mar 01, 2018

CERTIFICATE HOLDER	CANCELLATION			
City of Pompano Beach City Manager Post Office Box 1300 Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	AUTHORIZED REPRESENTATIVE			
	W. Melack Trapersonal			

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