

AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This Agreement is made on the ___ day of April, 2025 (the “Effective Date”), by and between the **Town of Belleair, Florida**, 901 Ponce de Leon Blvd., Belleair, FL 33756 (the “Town”) and **PFM Financial Advisors, LLC.**, 200 South Orange Avenue, Suite 760, Orlando, FL 32801 (the “Consultant”) (collectively, the “Parties”).

WHEREAS, the Town has determined that it requires professional financial advisory services to implement Town strategies for meeting its current and long-term operations, financial obligations, capital financing needs, and to render assistance in respect to debt transactions; and

WHEREAS, on or about September 25, 2023, the Town of Jupiter, Florida (“Jupiter”) issued Request for Proposal #FI-2023-001 (the “RFP”) for the purpose of receiving written proposals from qualified firms or individuals to provide the foregoing services; and

WHEREAS, the Consultant timely responded to the RFP and Jupiter subsequently selected the Consultant as the most qualified respondent; and

WHEREAS, the Consultant and Jupiter then entered into an Agreement for Financial Advisory Services in accordance with the terms and conditions described therein (the “Jupiter Contract”); and

WHEREAS, the Town’s procurement policies authorize it to accept, in lieu of soliciting competitive sealed bids, a competitively solicited contract which has been made between the state, or a county or municipal agency and a vendor/provider of commodities or services; and

WHEREAS, the Town has analyzed the RFP process used by Jupiter and determined that it was conducted in a fair and open manner and was otherwise a competitive solicitation; and

WHEREAS, the Town desires to “piggyback” onto the Jupiter Contract for the purposes of receiving the same services from the Consultant as are being provided to Jupiter under the Jupiter Contract; and

WHEREAS, the Town has obtained confirmation from an authorized representative of the Consultant that the Consultant consents to the formation of this contractual relationship by way of the Town’s piggybacking onto the Jupiter Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Consultant shall make available to the Town, and provide to the Town as requested, the same Services as are available and provided to Jupiter in accordance with the terms and conditions of the Jupiter Contract, at the prices specified therein. All references to the “Town” or “Jupiter” or “Client” in the Jupiter Contract shall, for purposes of this Agreement, mean the Town of Belleair.
2. Additional Services. This Agreement is only for the provision of those Services provided by or made available by the Consultant to Jupiter in the Jupiter Contract. The Parties understand that any other services the Town may wish to acquire may or may not be acquired from the Consultant and will be acquired in accordance with applicable law and Town’s code and administrative policies.
3. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP; (ii) the Consultant’s proposal in response to the RFP; and (ii) the Jupiter Contract, along with any amendments thereto. Notwithstanding any term in the Jupiter Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document.

4. Term of the Agreement. The term of this Agreement shall begin on the date set forth in the introductory paragraph and may be terminated as provided for in the RFP.
5. Public Records Act Compliance. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:
 - (a) Keep and maintain public records required by the Town to perform the Services provided hereunder.
 - (b) Upon request from the Town's custodian of public records, provide the Town 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.
 - (c) 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 this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.
 - (d) Upon completion of the Agreement, transfer, at no cost, to the Town all public records in the possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town 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, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

If the Town fails to comply with the requirements in this Section, the Town may enforce these provisions in accordance with the terms of this Agreement. If the Town fails to provide the public records to the Town within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727-588-3769 X312), E-MAIL (CNICOLE@TOWNOFBELLEAIR.NET), OR MAIL (TOWN OF BELLEAIR, FLORIDA, TOWN CLERK, 901 PONCE DE LEON BLVD., BELLEAIR, FL 33756).

6. Notices. All notices given pursuant to this Agreement shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

Town:

Town of Belleair
Attn: Town Clerk
901 Ponce de Leon Blvd.
Belleair, FL 33756

Consultant:

200 South Orange Avenue, Suite 760
Attn: James W. Glover
Orlando, FL 32801

7. Representations and Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such party.
- b. Each party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

8. Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Consultant without the express written consent of the Town. The Town shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Consultant. Any assignment of this Agreement made by the Consultant without the express written consent of the Town shall be null and void and shall be grounds for the Town to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state or federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

- e. In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. The Consultant shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Consultant's officers, employees, agents, or subcontractors, or the delivery of the Consultant's Services to the Town.
- g. In case any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. This Agreement only provides rights and remedies for the Town and the Consultant. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:
 - (i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Consultant engages in business operations in Cuba or Syria; or
 - (iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Town if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Town within ten (10) days of the date of such occurrence.

In the event the Town determines, using credible information available to the public, that the Consultant has submitted a false certification or that the Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with

Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Town may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant pursuant to Florida Statutes § 287.135. In addition, the Town may pursue any and all other legal remedies against the Consultant.

- k. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Town of Belleair, Florida

PFM Financial Advisors, LLC

By: _____
Mike Wilkinson, Mayor

By: _____
James W. Glover, its Managing Director

Attest: _____
Christine Nicole, Town Clerk