

CITY CLERK
CITY OF SUNRISE
2025 DEC 23 AM 11:56

SUNRISE, FLORIDA

RESOLUTION NO. 25-186

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN “AGREEMENT TO PROVIDE RIDESHARING PROGRAM ASSESSMENT STUDY – CITY OF SUNRISE” BETWEEN THE CITY OF SUNRISE AND RAFTELIS FINANCIAL CONSULTANTS, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2019, the City applied for a Public Transit Service Development Grant administered by the Florida Department of Transportation (FDOT) to support a new on-demand electric vehicle shuttle program within the Western Sunrise Business and Entertainment District (District); and

WHEREAS, in 2022, the City awarded a contract to Beefree, LLC d/b/a Freebee for the Freebee Sunrise On-Demand Transportation Services program, which launched in September 2022; and

WHEREAS, the Freebee Sunrise program has been a success, with ridership continuing to increase to over 65,000 passengers served in 2024. User feedback has been positive, with 99% of riders reporting satisfaction with their experience. In addition to improving mobility, the program supports local businesses by increasing customer access and enhancing economic activity within the District; and

WHEREAS, FDOT grant funding ends on December 31, 2025, and the fiscal year 2025/2026 adopted City budget provides gap funding through September 30, 2026; and

WHEREAS, on November 12, 2025, the City Commission adopted a Resolution expressing the intent to use the uniform method of collecting non-ad valorem special assessments for the provision of these transportation services commencing with the fiscal year beginning on October 1, 2026; and

WHEREAS, the City requires the services of a qualified professional financial consultant to determine the methodology and amount of a non-ad valorem special assessment for these services; and

WHEREAS, City staff proposes to engage Raftelis Financial Consultants, Inc. (Raftelis) to conduct a study and develop a special assessment program to recover all or a portion of the Freebee Sunrise program’s operating costs through the levy of non-ad valorem special assessments. Additionally, Raftelis will evaluate user-fee options as a potential supplemental revenue source; and

WHEREFORE, an agreement between the City and Raftelis is necessary to set forth the parties' respective duties and obligations.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. An "Agreement to Provide Ridesharing Program Assessment Study – City of Sunrise" (Agreement) is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Agreement.

Section 3. The City Manager, or designee, is hereby authorized to perform all acts required for the full performance of the Agreement, including executing any extensions provided in the approved Agreement; however, any material amendments require approval of the City Commission. The City Manager shall provide the City Clerk with a copy of any executed extensions.

Section 4. Pursuant to Section 5-173(c)(6) of the Code of the City of Sunrise, Florida, the City's formal bidding procedures are waived for financial advisor services.


Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 9TH DAY of DECEMBER, 2025.



Mayor Michael J. Ryan

Authentication:



Felicia M. Bravo
City Clerk



MOTION: SCUOTTO
SECOND: GUZMAN

CLARKE: YEA
GUZMAN: YEA
KERCH: ABSENT
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency



Thomas P. Moss



CITY CLERK
CITY OF SUNRISE

2025 DEC 23 AM 11:56

November 21, 2025

Mr. Sean F. Dinneen, P.E.
Assistant City Manager
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Subject: **Agreement to Provide Ridesharing Program Assessment Study – City of Sunrise**

Dear Mr. Dinneen:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this agreement to provide consulting services associated with the development of a Ridesharing Program Assessment Study (Agreement) to the City of Sunrise (City). The focus of this study will be the development of an assessment program to recover all or a portion of the costs of the Ridesharing Program through non-ad valorem assessments to property owners within the benefit district defined by the City. The services will include the development of an assessment methodology that meets all of Florida's statutory and case law requirements, the development of an assessment roll, and an onsite presentation of the results of the Study to the City Commission. In addition, we will evaluate user fees as a potential supplemental revenue source in the event that the City does not want to burden the property owners with a full cost recovery assessment.

Members of our project team have extensive experience in developing non-ad valorem assessments in Florida and we are committed to providing the City with the highest level of quality service and expertise to develop the assessment program.

This Agreement presents: i) the Raftelis project team and primary contact of our management team; ii) the scope of services to be performed by Raftelis; iii) the estimated project schedule based on our discussions to date and understanding of the scope to perform such services; and iv) the estimated contract price or fee for consideration by the City. Based on our understanding of the Project, Raftelis proposes the following:

PROJECT TEAM

With respect to the performance of the Project, Mr. Thierry Boveri will serve as Principal-in-Charge and will be responsible for successful completion of the project to the City's satisfaction. Thierry will also serve as Technical Advisor and will participate in key virtual and on-site meetings and presentations. Mr. Michael Burton will serve as Project Director and will direct and oversee all technical work on the project. Mr. Burton will be the primary technical contact between the City and Raftelis. Erick van Malsen will be serve as our Project Consultant. Erick has worked with Mike for many years in the development of non-ad valorem assessments in Florida and he will accomplish the development of the financial/assessment model. Ms. Claire Pritchard will serve as our Project Manager, and she will coordinate all data requests and receipt of information from the City and will ensure that all of our tasks remain on schedule throughout the project. Raftelis may utilize other employees to perform the Project as needed.

Mr. Sean F. Dinneen, P.E.
Assistant City Manager
November 21, 2025
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rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the respective Parties should issue debt based on analyses and evaluations performed associated with this Agreement. The information developed as part of our preliminary financial due diligence analyses and evaluations of the Town System are intended only to provide information useful in evaluating the potential service and acquisition strategies of the City. If the City decides at some future date to issue debt, the City will engage its independent, registered Financial Advisor (also a member of the City Acquisition Team) to assist in evaluating the availability of different types of debt, and the specific terms, conditions, and the timing for issuing debt, which will be affected by market conditions and the City's credit rating at the time of issuance. At that time, as a registered Municipal Advisor, RFC can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond disclosure report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

By signing this Agreement indicating its approval and acceptance of the of the proposed scope of work and fees, the City also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

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Mr. Sean F. Dinneen, P.E.
Assistant City Manager
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NOTIFICATION

The primary contacts concerning an interpretation of the terms of the Agreement, including the scope of services as delineated in this Agreement, and for the rendering of invoices for services provided by Raftelis under this Agreement shall include the following:

For City of Sunrise:

Mr. Mark Lubelski
City Manager
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
Phone Number: 954-746-3430
Email: MLubelski@sunrisefl.gov

With a copy to:

City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

For Raftelis:

Mr. Thierry A. Boveri
Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
Phone Number (Office): 407-628-2600
Phone Number (Cell): 407-421-1400
Email: TBoveri@raftelis.com

Mr. Michael Burton
Senior Principal
Raftelis Financial Consultants, Inc.
c/o Peggy Perry
341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
Phone Number (Office): 407-628-2600
Phone Number (Cell): 904-923-1466
Email: mburton@raftelis.com

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Assistant City Manager
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SEVERABILITY

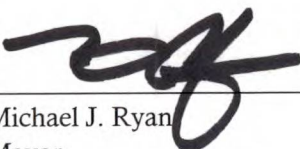
If any term or provision of this Agreement or its application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

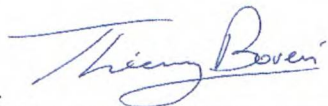
We are providing two copies of this Agreement for the City’s approval. If this Agreement is acceptable to the City, please execute both copies and return one to our offices. The other copy is for the City’s records. We appreciate the opportunity to continue providing utility and financial consulting services to the City.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by Raftelis Financial Consultants, Inc., by and through its Executive Vice President, duly authorized to execute same.

CITY OF SUNRISE, FLORIDA

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: 
Michael J. Ryan
Mayor

By: 
Thierry A. Bover
Vice President

23rd day of December, 2025.

21st day of November, 2025.

AUTHENTICATION:

APPROVED AS TO FORM FOR THE CITY:

By: 
Felicia M. Bravo
City Clerk



By: 
Thomas P. Moss, City Attorney

(SEAL)

ATTACHMENT A

CITY OF SUNRISE, FLORIDA

RIDESHARING PROGRAM ASSESSMENT STUDY SCOPE OF SERVICES

The Scope of Services to be performed by Raftelis Financial Consultants, Inc. (Raftelis) relative to the development of an assessment program for the Ridesharing Program (collectively, the "Project"), on behalf of the City of Sunrise (the "City") is summarized below by primary scope phase and task:

Scope of Services: Freebee Last-Mile Transportation Program Fee Study

Project Understanding

The City initiated the Freebee last-mile transportation program through Federal grant funding and now seeks to establish sustainable, locally funded revenue streams to ensure the program's continuation. The objective of this study is to develop a robust, legally defensible cost of service (COS) and financial model that analyzes and tests alternative funding mechanisms. These mechanisms include a special assessment district levied on benefiting commercial properties, a potential user fee per ride, and potential advertising revenue streams. The final deliverable will be a comprehensive set of recommendations on the optimal and sustainable funding structure for the program, coupled with a financial model for the City's continued use.

Develop Ride-Share Assessments:

The scope of work is divided into four main tasks:

- Project Initiation:
 - Conduct Virtual Kick-off Meeting
 - Acquire and review financial and property data
- Financial and Assessment Rate Model Development:
 - Develop Statistical Model re Properties in the District
 - Determine Equivalent Benefit Unit (EBU) and Cost Apportionment Methodology
 - Develop Revenue/Expenditure Model and calculate Assessment rate per EBU (Assessment, Ride User Fee, Advertising, Investment), including development of Dashboard and outputs.
 - Conduct Sensitivity Test of User Fee / Advertising Revenue Options
- Presentation, Report, and On-site Meetings:
 - Prepare Presentation Briefing Document and Draft Report
 - Review Presentation Briefing Document and Draft Report with City staff.
 - Make adjustments based upon review with City staff.
 - Conduct onsite Presentation of Findings and Recommendations to the City Commission
- Project Management:
 - Conduct two (2) virtual project review/status meetings

- Conduct general project management activities

Staff Assistance

To minimize the cost of the engagement Raftelis will rely on City staff, among other things, to provide a detailed cross walk which would include the addition of 2 data fields to the Freebee pickup and drop off locations which would represent 1) the parcel or property identifier for the pickup location; and 2) the parcel or property identified for the drop off location.

Raftelis can provide support for this task upon request, however it would represent an additional service to the scope of service.

Task 1: Project Initiation

This task includes the conduct of a virtual kick-off meeting and acquiring and reviewing financial, statistical and property data

Task 2: Financial and Assessment Rate Model Development

This task involves gathering and analyzing all necessary financial, operational, and legal data required to develop a defensible fee and assessment methodology.

1.1. *Program Operations and Cost Data:* We will collect and analyze the full financial history of the Freebee program, including:

- Reviewing the current Freebee contract/agreement, including sample invoices, to confirm cost structure and payment mechanisms.
- Analyzing historical program costs for the last 4-5 years, which are currently known to be approximately \$590,000 annually (relying on 4 vehicles + 1 reserve).
- Obtaining direction from the City regarding the establishment of a dedicated fund for this service and any targeted reserve goals (e.g., 20% of operating expenses).

1.2. *Freebee Ride and Demographic Data:* We will request detailed operational data for the last 4-5 years, including:

- Pick-up and drop-off locations with corresponding GIS enabled XY coordinates.
- Relevant ride-sharing statistics to understand demand, usage patterns, and demographics.
- The assessment is for full cost recovery from the property owners; however, we will evaluate user fees as a potential supplemental revenue source in the event that the City does not want to burden the property owners with a full cost recovery assessment: This will involve researching data from other representative communities concerning the effects of implemented user fees on demand (ranging from \$1-\$4 per ride) and typical advertising revenue expectations (from vehicle branding and internal electronic screens).

1.3. *Property and Assessment Data (Critical Path Item):* We will coordinate with the City to receive the necessary overlaid GIS data:

- The City will provide tax collector data linked with property/parcel GIS codes overlaid with the Freebee ride data. This overlay is critical for demonstrating the **special benefit** required for a defensible assessment district.
- We will dedicate time for our GIS/stormwater team to review the reasonableness and accuracy of the City's provided overlay data to ensure its viability for the assessment methodology.

1.4. Legal Consultation: We will schedule and participate in a dedicated meeting with City legal counsel to review the preliminary data findings and affirm the legal requirements and design methodology for both the special assessment (demonstrating special benefit) and the user fee structure.

In this task we will develop a dynamic, 5-year financial forecast model to test the sustainability of various funding options and calculate the recommended assessment rate.

1.6. Model Structure and Components: The model will be built to analyze the full Cost of Service (COS) and test the sensitivity of various funding assumptions (assessment, user fee, advertising). The components will include:

- **Statistical Section:** Analyzing parcel/property data and ride-sharing statistics.
- **Key Deliverable:** Determination of the **Equivalent Billing Unit (EBU)** methodology to equitably apportion program costs among benefiting commercial properties.
- **Revenue Model:** Forecasting revenue from the three potential streams: Assessment Revenue, Ride Fee Revenue, and Advertising Revenue, plus Investment Income.
- **Expenditure Model:** Modeling the 5-year forecast of the contracted costs with the Freebee provider, including scaling assumptions if applicable.
- **COS / Fee Design Model:** Calculating the required assessment rate (per EBU) based on the net funding requirements.

1.7. Selective User Fee Scenario Testing: In our evaluation of User Fees as a potential supplemental revenue source in the event that the City does not want to burden the property owners with a full cost recovery assessment, the model will incorporate functionality to test scenarios involving selective charging of the user fee (ranging from \$1 to \$4 per ride). This testing will allow the City to estimate demand and cost recovery when the service is used for trips that do not directly benefit the commercial assessment district (e.g., rides to/from homes) or to potentially model surge pricing assumptions.

1.8. Management Dashboard: A dynamic dashboard will be integrated into the model to allow City staff to:

- Toggle on/off the recognition of advertising and trip fee revenues.
- Input the average fee per trip (within the \$1-\$4 range) by year of the forecast.
- Input the Assessment Rate per EBU by year.
- The dashboard will dynamically present the Proforma/Revenue Sufficiency, adjusted COS for the Assessment, and projected cash balances.

Task 3: Presentation, Report, and On-site Meetings:

This task finalizes the analysis and summarizes the findings into actionable recommendations for the City.

3.1. Deliverables:

- **Recommended Assessment Methodology:** A detailed description of the EBU determination and the recommended approach for levying the special assessment.
- **Calculated Fee per EBU:** The determined rate necessary to fund the program based on selected scenarios.
- **Financial Model:** The dynamic, 5-year forecast model for the City's future use in budgeting and rate setting.
- **Virtual Meetings:** Two (2) dedicated sessions to review findings and finalize recommendations prior to external presentation.
- **On-site Presentation:** Presentation of findings and recommendations to the business community/commercial properties affected by the proposed assessment.
- **Report of Findings:** A comprehensive document detailing the methodology, data used, financial results, and final recommendations for the sustainable funding structure and presentation to the Commission.

Additional Services

During the study, the City may request additional services from Raftelis. Examples of such additional services could include implementation assistance, and additional meetings above and beyond the meetings identified in the scope of services. Other examples of additional services include providing services relating to meeting with third parties regarding the derivation of the assessment rates, providing litigation support services in the event of a challenge of the assessment program, updating of assessment rate calculations and briefing documents associated with inaccurate data provided by the City, requests for updated scenarios after substantial completion of the initial work, delays in the Project schedule at no fault to Raftelis, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein and other related issues not contemplated in the above scope of services. No additional services are contemplated at this time, and such services will not be conducted until authorized by the City and as mutually agreed upon between the City and Raftelis.

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ATTACHMENT B

**CITY OF SUNRISE, FLORIDA
AGREEMENT TO PROVIDE UTILITY CONSULTING SERVICES**

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President / Senior Principal	\$425
Senior Vice President	\$400
Vice President	\$370
Senior Manager	\$330
Senior Consultant	\$255
Consultant	\$230
Associate	\$195
Analyst	\$150
Clerical and Administration	\$100

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between the parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	Not-to-exceed per City Code – Currently, IRS Reimbursement Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost Billed
Delivery Charges	Actual Cost Billed
Lodging/ Other Travel Costs	Per City Code
Meals	Not-to-Exceed per Raftelis Employee per City Code; Currently: \$11.00 – Breakfast \$19.00 – Lunch \$36.00 – Dinner
Subconsultant Services	Sum of i) Actual Direct Labor Cost plus 5.0%; and ii) Actual Indirect Costs as Billed by Subconsultant Not-to-Exceed City Code, Where Applicable
Other Costs for Services Rendered	Actual Cost Billed

[*] Travel costs and per diem shall be paid for in accordance with the City of Sunrise Code, for a Category 3 employee. Other direct costs not specifically addressed in the City of Sunrise Code shall be billed to the City based on the Standard Cost Rates as shown above. Any Standard Rate adopted by City Policy subsequent to the date of this Agreement will be substituted for the rates shown above, where applicable.

I. SCOPE

Raftelis Financial Consultants, Inc. (“Raftelis”) agrees to perform the professional consulting services described in the agreement (the “Work”) that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the City of Sunrise (Client), shall constitute a binding agreement on both parties (hereinafter the “Agreement”).

II. COMPENSATION

The Client, as defined in the Agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Other indirect expenses and subcontractor services as may be adjusted for the service mark-up, if any, will be billed in accordance with the standard unit cost rates and billing provisions as referenced in the Agreement or, if no reference is provided, at the actual cost as incurred by Raftelis.

III. RESPONSIBILITY

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS

If Raftelis’ performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis’ subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

Raftelis agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of Raftelis, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall Raftelis be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to hold Raftelis harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I. Notwithstanding anything set forth in the Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Client beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Client for damages, regardless of the number or nature of claims in tort, equity, or Agreement, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Client, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

VI. INSURANCE

Raftelis shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$500,000
Medical Expense (Any One Person)	\$15,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed/Operation General Aggregate	\$2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.

3. Professional liability insurance at a limit of liability of not less than \$5,000,000 aggregate.

VII. SUBCONTRACTS

Raftelis shall obtain Client's written consent before subcontracting any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Florida. Except as set forth in the indemnification section of the Contract, should the Parties be involved in legal action arising under, or connected to, this Contract, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void

insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

XIV. WORK PRODUCT

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the

terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the Agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the Agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This Agreement may be terminated by Raftelis: a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than ninety (90) days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the City Manager with copies to the City Attorney as indicated in the Notification Provision of the Agreement and shall be effective upon delivery to the address stated in the Agreement by certified mail.

XVIII. ADDENDUM

This Attachment C incorporates and includes the Addendum to Attachment C as if fully set forth herein. In the event of a conflict among the documents, the conflict shall be resolved in the following order of priority: 1) Addendum to Attachment C, 2) Client's purchase order, 3) the body of the Agreement, and 4) the Attachments to the Agreement.

ADDENDUM TO ATTACHMENT C

a. Discriminatory Vendor List. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Raftelis certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

b. Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, 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 contractor, supplier, subcontractor, or Raftelis 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. By execution of this Agreement, Raftelis certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

c. Scrutinized Company.

1. Pursuant to Section 287.135, Florida Statutes, Raftelis certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

2. Pursuant to Section 287.135, Florida Statutes, in the event the Agreement is for one million dollars or more, Raftelis certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List created pursuant to Section 215.473, Florida Statutes; and Raftelis further certifies that it is not engaged in business operations in Cuba or Syria.

3. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Raftelis is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

d. Public Records. Raftelis shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that Raftelis and the Agreement are subject to the

requirements in Section 119.0701, Florida Statutes, Raftelis shall:

1. Keep and maintain public records required by the City to perform the services provided hereunder.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 term of the Agreement and following completion of the Agreement if Raftelis does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of Raftelis or keep and maintain public records required by the City to perform the service. If Raftelis transfers all public records to the City upon completion of the Agreement, Raftelis shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Raftelis keeps and maintains public records upon completion of the Agreement, Raftelis 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 Raftelis fails to comply with the requirements in this Public Records Section, the City may enforce these provisions in accordance with the terms of this Agreement. If Raftelis fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF RAFTELIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RAFTELIS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, RAFTELIS SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE ((954) 746- 3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

- e. Electronic Recordkeeping. Raftelis certifies that its products and services meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.
- f. Non-Discrimination. Raftelis warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.
- g. Compliance with Laws. Raftelis and its services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
- h. E-Verify – Employment Eligibility
1. Raftelis warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Raftelis (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Raftelis' subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
 2. Raftelis shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Raftelis shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.
 3. City shall terminate this Agreement if it has a good faith belief that Raftelis has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Raftelis' subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Raftelis to terminate its contract with the subcontractor and Raftelis shall immediately terminate its contract with the subcontractor.
 4. If City terminates this Agreement pursuant to the subsection 3 above, Raftelis shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Raftelis shall also be liable for any additional costs incurred by City as a result of the termination.
- i. Foreign Gifts and Contracts. Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Raftelis shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was

received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Raftelis represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

j. Waiver Of Jury Trial. Both parties hereby waive a jury trial and will proceed to a trial by judge if necessary.

k. Prohibited Telecommunications Equipment. Raftelis represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Raftelis represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

l. Antitrust Violations. Raftelis has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Raftelis certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

m. Entities of Foreign Concern. The provisions of this section apply only if Raftelis or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Raftelis represents and certifies: (i) Raftelis is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Raftelis; and (iii) Raftelis is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Raftelis and any Subcontractor that will have access to personal identifying information shall submit to the City under Section XVII, Notices (and the Notification provision of the Agreement), executed Attachment E Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

n. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this

Agreement and submitting the executed required affidavit attached hereto as Attachment F, Raffelis represents and warrants that it does not use coercion for labor or services as provided by state law.

(Remainder of page intentionally left blank)

ATTACHMENT E
City of Sunrise, Florida

Cost Estimate for Ride-Share Assessment Study

Line No.	Activity	Project Director Burton	Project Manager Pritchard	Senior Consultant van Malssen	Principal-in Charge Boveri	Admin	Total Hrs.
1	Project Billing Rates (\$/Hr.)	\$370.00	\$290.00	\$255.00	\$370.00	\$100.00	
2	Scope of Services						
3	<u>Develop Ride-Share Assessments:</u>						
	Project Initiation						
4	Conduct Virtual Kick-off Meeting	1	1	1	1	0	4
5	Acquire and review financial and property data and statistical and demographic ride share data	1	2	8	0	0	11
6	Financial and Assessment Rate Model Development						
7	Develop Statistical Model re Ride Sharing Statistics and Properties in the District	1	2	18	0	0	21
8	Determine Equivalent Benefit Unit (EBU) and Cost Apportionment Methodology	2	1	8	0	0	11
9	Develop Revenue/Expenditure Model and calculate Assessment rate per EBU (Assessment, Ride User Fee, Advertising, Investment), including development of Dashboard and outputs.	2	4	24	0	0	30
10	Conduct Sensitivity Test of User Fee / Advertising Revenue Options	1	2	4	0	0	7
11	Presentation, Report, and On-site Meetings						
12	Prepare Presentation Briefing Document and Draft Report	2	4	8	0	8	22
13	Review Presentation Briefing Document and Draft Report with City staff.	2	2	2	0	0	6
14	Make adjustments based upon review with City staff.	0	1	2	0	0	3
15	Conduct onsite Presentation of Findings and Recommendations to the City Commission	8	0	0	8	0	16
16	Project Management:						
17	Conduct two (2) virtual project review/status meetings	4	4	4	4	0	16
18	Conduct general project management activities	1	6	0	0	4	11
19	Total Project Hours	25	29	79	13	12	158
20	Total Direct Labor Cost - All Tasks	\$ 9,250	\$ 8,410	\$ 20,145	\$ 4,810	\$ 1,200	\$ 43,815
21	Average Hourly Billing Rate						\$277.31
22	Allowance for Other Direct Costs						
23	Travel Expenses (1 Trip - Rental Vehicles, Hotels, Meals, Other)						\$ 1,184
24	Miscellaneous Expense Allowance (Delivery, Reproduction, etc.)						79
25	Total Allowance for Other Direct Costs						\$ 1,263
26	Total Estimated Cost to Develop Ride Share Assessments						\$ 45,078

ATTACHMENT E
City of Sunrise, Florida

Cost Estimate for Ride-Share Assessment Study

Develop Ride-Share Assessments:				Total per Trip	Trips	Expenses
Travel Expenses:						
Mileage - East Palatka to Sunrise -RT	Distance Roundtrip:	588	\$/mile: \$0.700	\$412	1	\$412.00
Mileage - Maitland to Sunrise RT	Distance Roundtrip:	446	\$/mile: \$0.700	\$312	1	\$312.00
Lodging	Rate per Night	190	Nights \$1.000	\$380	1	\$380.00
Meals	No. of People:	2	\$/Person/Day: \$40	\$80	1	\$80.00
Total Travel Expenses				\$1,180.00		\$1,184.00
Miscellaneous Expenses: (Delivery, Reproduction, etc.)						\$79.00
Total Project Expenses						\$1,263.00

ATTACHMENT F

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06(14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise and is authorized to execute this Affidavit on behalf of the Entity.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing Affidavit of Compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

SIGNATURE: _____
PRINT NAME: _____
TITLE: _____
ENTITY: _____

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2025 by _____ as _____ for _____.

Notary Seal:

Notary Public Signature

Name (Printed, Typed or Stamped)

Personally Known ___ OR Produced Identification ___

Type of identification produced: