

## CITY OF KEY WEST GENERAL TERMS ADDENDUM

This General Terms Addendum (“**Addendum**”) is entered into this 13th day of April, 2026, between **Raftelis Financial Consultants, Inc. (“Raftelis”)** and the **City of Key West, Florida, a Florida municipal corporation (the “City”)**.

### RECITALS

A. The City of West Palm Beach, Florida, awarded a contract to Raftelis (“**the Agreement**”), a copy of which is attached hereto as Exhibit A.

B. The City is in need of a consultant to perform the services that are detailed in the Agreement (“**Services**”).

C. The City requested that the Consultant provide the Services to the City based on the terms, conditions and pricing established in the Agreement, as modified by this Addendum, and the City desires to retain the Consultant’s Services through a cooperative purchase using the terms, conditions and pricing set forth in the Agreement, except as otherwise designated by this Addendum.

**1. Order of Precedence; Online Terms.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference. The Agreement is incorporated herein by reference. All references to “City of West Palm Beach” within the Agreement shall be deemed to mean the “City of Key West” and the terms and conditions of the Agreement shall be deemed applicable to the City. All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided in this Addendum. This Addendum controls over any inconsistent term in the Agreement. No online term, portal term, unilateral notice, course of dealing, or invoice language shall modify or supplement the Agreement or bind the City unless expressly accepted in a written amendment signed by an authorized City official. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement remain in full force and effect.

**2. Term; Renewals; Non-Appropriation.** Any renewal of the Agreement shall remain subject to lawful appropriation and budget availability and may be declined by the City upon written notice. The City’s performance and payment obligations are subject to lawful appropriation and budget availability, and the City may terminate the Agreement without penalty upon written notice if funds are not appropriated or otherwise made available. In the event the City terminates the Agreement due to non-appropriation, Raftelis shall be paid for all undisputed fees and expenses earned up to the date of such termination.

**3. E-Verify Compliance.** Raftelis shall comply with the requirements of section 448.095, Florida Statutes, including registering with and using the E-Verify system to verify the work authorization status of all newly hired employees. Raftelis shall require each subcontractor performing work under this Agreement to register with and use the E-Verify system and shall obtain and maintain any subcontractor affidavit required by section 448.095, Florida Statutes, and provide such documentation to the City upon request. A material failure by Raftelis or its

subcontractors to comply with the requirements of this section shall constitute a material breach of this Agreement and may result in termination as provided by law.

**4. Public Records.** To the extent applicable, Raftelis shall comply with section 119.0701, Florida Statutes, and all other applicable public records laws. Raftelis shall keep and maintain public records required by the City to perform the services; 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 and at a cost that does not exceed that allowed by law; ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; upon completion or termination of the Agreement, transfer to the City, at no cost, all public records in Raftelis's possession or, if legally authorized to retain them, keep and maintain such records in accordance with all applicable retention requirements; destroy duplicate exempt or confidential and exempt records after transfer as required by law; and provide all records stored electronically in a format compatible with the City's information technology systems. Requests to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, Raftelis shall, upon notice from the City, provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure to comply with this section shall constitute a material breach of the Agreement and may subject Raftelis to the remedies and penalties provided by law. The following notice is incorporated into this Agreement and shall appear in at least fourteen (14) point boldfaced type:

**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:**

**Keri O'Brien, MMC  
City Clerk / Custodian of Public Records  
City of Key West  
P.O. Box 1409  
Key West, Florida 33041  
Phone: (305) 809-3832  
Email: [clerk@cityofkeywest-fl.gov](mailto:clerk@cityofkeywest-fl.gov)**

**5. Public Entity Crimes; Scrutinized Companies.** Raftelis acknowledges the restrictions of section 287.133, Florida Statutes, and represents that neither Raftelis nor any affiliate is on the convicted vendor list or otherwise ineligible to transact business with the City under that section. To the extent applicable under section 287.135, Florida Statutes, Raftelis certifies that it is not participating in a boycott of Israel, is not on any applicable scrutinized companies or other entities list, and is not engaged in business operations prohibited by section 287.135. Raftelis shall immediately notify the City if any certification in this section ceases to be true, and the City may

terminate the Agreement at its option to the extent required or permitted by section 287.135, Florida Statutes.

**6. No Use of Forced Labor.** In accordance with Fla. Stat. § 287.1346, the Consultant acknowledges that it may not use forced labor as defined in this section and has certified in writing that the commodities being offered to City have not been produced, in whole or in part, by forced labor. The Consultant further acknowledges that the use of forced labor as defined by Fla. Stat. § 287.1346 and placement of the Consultant on the forced labor vendor list maintained by the Department of Management Services is grounds for immediate termination of this Agreement at the option of the City.

**7. Foreign Country of Concern Compliance.** To the extent this Agreement would grant Raftelis access to an individual's personal identifying information, Raftelis shall comply with section 287.138, Florida Statutes. As a condition precedent to execution of this Agreement, and to any extension or renewal if required by law, Raftelis shall provide the City with an affidavit signed by an officer or authorized representative, under penalty of perjury, attesting that Raftelis does not meet any of the criteria set forth in section 287.138(2), Florida Statutes. A material breach of this section shall entitle the City to exercise any remedy available at law or under the Agreement.

**8. Sovereign Immunity; No City Indemnity.** Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any defense, immunity, or limitation of liability provided under Florida law, including section 768.28, Florida Statutes. The City shall not indemnify, defend, insure, or hold harmless Raftelis except to the extent such obligation is expressly authorized by Florida law. The City shall be responsible only for its own acts and omissions to the extent provided by Florida law.

**9. Governing Law; Venue; Attorneys' Fees.** Florida law governs the Agreement. Exclusive venue for any action arising from or relating to the Agreement shall lie in the state courts of Monroe County, Florida, to the extent permitted by law. Each party shall bear its own attorneys' fees and costs in any direct dispute between the parties, except to the extent otherwise provided by Florida law or under Raftelis's indemnification obligations.

**10. Termination; Suspension; Transition.** The Agreement may be terminated as otherwise provided therein, including for non-appropriation as set forth in this Addendum. Raftelis shall not suspend services or disable access to City Data due to a good-faith dispute regarding an invoice. Upon expiration or termination, Raftelis shall cooperate in an orderly transition and provide the City a complete export of City Data in its standard machine-readable format in accordance with Section 14 of this Addendum.

**11. Assignment; Subcontractors; Subprocessors.** Raftelis may not assign this Agreement without the prior written consent of the City, which shall not be unreasonably withheld; provided, however, that Raftelis may assign the Agreement to an affiliate or successor in connection with a merger, acquisition, or sale of substantially all of its assets upon written notice to the City. Raftelis may utilize subcontractors or subprocessors in the performance of the services but shall remain fully responsible for their acts and omissions as if performed by Raftelis. Raftelis

shall provide written notice to the City of any material subcontractor or subprocessor that will have access to City Data or materially perform the services.

**12. Books, Records; Audit.** Raftelis shall maintain complete and accurate books, records, documents, and accounts directly relating to the Agreement for not less than three (3) years after expiration or termination, or for such longer period as may be required by law, audit, litigation, or records-retention requirements. Upon reasonable notice, the City and its authorized auditors, inspectors, and oversight entities shall have the right to inspect, audit, and copy such books and records during normal business hours, and at the City's expense. Any audit by Raftelis shall be limited to records reasonably necessary to verify contractual usage or charges and shall not permit direct access to City systems, networks, privileged information, exempt records, or protected data without the City's prior written approval. Audits and inspections made by either party may be subject to the governance of a mutually agreed upon non-disclosure or other confidentiality agreement; provided, however, that any such agreement shall be subject to and construed in accordance with the requirements of Florida law, including the Florida Sunshine Law and the Florida Public Records Law, and shall not be interpreted to limit any disclosure required under Chapter 119, Florida Statutes, or Section 286.011, Florida Statutes.

**13. Compliance with Laws; Ethics; Nondiscrimination; ADA.** Raftelis shall comply with all applicable federal, state, county, and municipal laws, ordinances, codes, rules, regulations, and executive orders in the performance of the Agreement. Raftelis shall comply, as applicable, with Chapter 112, Florida Statutes, and shall not knowingly permit any prohibited conflict of interest in connection with the Agreement. Raftelis shall not unlawfully discriminate in employment or in the performance of the Agreement and shall comply with the Americans with Disabilities Act and other applicable civil rights laws.

**14. City Data; Security; Incident Notification.** City Data means all data and records submitted to, stored in, or processed through the services on behalf of the City. The City retains all right, title, and interest in City Data. Raftelis may rely on all such City Data to perform the services and shall use City Data solely to provide the services under the Agreement and shall not sell, disclose, or use City Data for advertising or unrelated commercial purposes. Raftelis shall not use City Data to develop, train, test, or improve artificial intelligence or machine-learning systems except as necessary to provide the services to the City or with the City's prior written consent. Raftelis shall maintain commercially reasonable administrative, technical, and physical safeguards to protect City Data from unauthorized access, disclosure, alteration, or destruction. Raftelis shall notify the City without unreasonable delay, and in no event later than twenty-four (24) hours after discovery, of any confirmed or reasonably suspected security incident involving unauthorized access to City Data and shall cooperate with the City in investigating and responding to such incident. For the avoidance of doubt, Raftelis shall maintain ownership of all of its intellectual property, know-how and trade secrets.

**15. Return and Deletion of City Data.** At any time upon the City's request, and automatically upon expiration or termination of the Agreement, Raftelis shall provide the City a complete and current export of City Data in a machine-readable format reasonably usable by the City. Raftelis shall not charge a fee for routine export or return of City Data upon expiration or termination, except for preapproved physical media or extraordinary City-requested professional

services outside normal export functionality. After the City confirms successful receipt of City Data and instructs Raftelis to do so, Raftelis shall securely delete City Data remaining in its custody, except to the extent retention is required by law, and shall certify deletion in writing.

**16. Warranties; Deliverables; Intellectual Property; Accessibility.** Nothing in this Addendum shall be construed to limit the express warranties provided by Raftelis in the Agreement. To the extent the services include public-facing web-based or digital components, such components shall substantially conform to WCAG 2.1 AA, or any successor accessibility standard required by applicable law.

**17. Limitation of Liability.** Nothing in the Agreement or this Addendum shall be construed to increase the liability of the City beyond that allowed under Florida law, including section 768.28, Florida Statutes. The City shall not be liable for punitive, special, or consequential damages except to the extent such liability is imposed by law and cannot lawfully be disclaimed.

**18. Amendments; Survival.** No amendment, modification, waiver, or change order shall be valid unless in writing and signed by both parties by persons with actual authority to bind the parties. The City shall not be bound by any oral statement, invoice term, click-through term, portal term, or unilateral Raftelis notice purporting to amend the Agreement. All provisions which by their nature should survive expiration or termination shall survive, including public records, indemnification, audit, governing law, venue, data security, return of City Data, limitation of liability, and all payment obligations accrued before termination.

**IN WITNESS WHEREOF, the parties have executed this General Terms Addendum to the Raftelis Agreement as of the dates set forth below.**

**CITY OF KEY WEST, FLORIDA**

**a Florida municipal corporation**

By: Brian L. Barroso  
Name: Brian L. Barroso  
Title: City Manager  
Date: 4/4/26

Reviewed for Legal Sufficiency:  
[Signature]

**RAFTELIS FINANCIAL CONSULTANTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_