

AUGUSTA, GEORGIA PARKS AND RECREATION DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

This Agreement made and entered into this _____ day of _____ 2023 (the “Effective Date”), by and between Augusta, Georgia, (hereinafter referred to as “Augusta”) a political subdivision of the State of Georgia, acting by and through the Augusta, Georgia Parks and Recreation Department (“Parks”) whose address is 2027 Lumpkin Rd, Augusta, GA, and Raftelis Financial Consultants, Inc., (hereinafter referred to as Raftelis) a North Carolina corporation whose address is 227 West Trade Street, Suite 1400 Charlotte, NC 28202.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RAFTELIS and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.
SCOPE OF SERVICES TO BE PROVIDED

A. RAFTELIS will conduct those activities as indicated in RFP 22-296, Section III, “Goals and Deliverables of the Project,” and Section IV, “Scopes of Services”, which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, including but not limited to:

- a.** Reviewing Parks and Recreation Department’s mission and vision statements;
- b.** Reviewing the 2016 Master Plan;

- c. Preparing and performing a SWOT analysis of programs, activities, and procedures;
 - d. Prepare and implement an attitude and interest survey;
 - e. Interview key community stakeholders;
 - f. Developing a criticized list of critical issues;
 - g. Identifying key priorities and seeking Augusta, Georgia Commission approval for long-range priorities;
 - h. Creating an “Action Plan;”
 - i. Creating performance measures to monitor achievements of “Action Plan” priorities;
 - j. Presenting “Action Plan” to Augusta, Georgia Commission for approval;
 - k. Promoting the “Action Plan to create increased awareness and participation among staff and elected officials;
 - l. Integrating “Action Plan” into 2024 budget and other planning documents; and/or
 - m. Monitoring “Action Plan” on a quarterly and annual basis.
- B.** All documents, data, compilations reports and studies prepared by Raftelis in performing the Scope of services shall be the sole property of Augusta. Nothing contained herein shall be deemed an assignment, transfer or divestiture its use by Raftelis of any of its trade secrets, know-how or intellectual property, except that Raftelis warrants that it understands and is aware of the requirements for exemption of trade secrets pursuant to O.C.G.A. § 50-18-72.

ARTICLE II

GENERAL CONDITIONS

A. Agreement Term The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. The term of this agreement shall terminate absolutely, with no further renewals, one year from the Effective Date, unless extended by written amendment. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion.

B. The ownership of all data, drawings, charts, etc. which are prepared or produced under this contract shall be that of Augusta, Georgia; provided, however, nothing contained herein shall be deemed a transfer, assignment or divestiture by Raftelis of its trade secrets, know-how or intellectual property .

C. In performance of the services, it is understood that Augusta and/or others may supply Raftelis with certain information and/or data, and that Raftelis will rely on such information. It is agreed that the accuracy of such information is not within Raftelis' control and Raftelis shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Raftelis' Scope of Services.

D. Independent Contractor Status. It is understood and agreed that Raftelis will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, Raftelis' employees will not be considered employees of Augusta within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor,

or taxes of any kind. Raftelis' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, Augusta shall not be responsible for withholding or paying any taxes or social security on behalf of Raftelis' employees. Raftelis shall be fully responsible for any such withholding or paying of taxes or social security.

ARTICLE III
CONSIDERATION/FEES

A. Augusta shall pay to Raftelis the sum not to exceed \$[X], which includes professional fees and direct expenses incurred in performing the scope of services, as well as an hourly technology expense reimbursement, outlined in Attachment B. The parties understand that this sum is based upon the scope of work contained herein at Raftelis' current standard hourly rate schedule included in Attachment B. Any expansion of the scope of work by the Augusta shall involve the discussion and agreement of additional fees and time by both parties.

B. Raftelis shall submit invoices to Augusta on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from Raftelis for the month. Upon receipt of monthly invoice, Augusta will remit payment of same amount to the Raftelis within 30 days.

C. Adjustment in price in this Agreement shall be computed in one of the following ways:

- a. By agreement on a fixed price adjustment before commence of the pertinent performance or as soon thereafter as practicable;
- b. By unit prices specified in this Agreement or subsequently agreed upon;

c. By the costs attributable to the events or situations under such clause with adjustment of profit or fee, all as specified in this Agreement or subsequently agreed upon; and/or

d. In such other manner as the contracting parties may mutually agree upon.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF RAFTELIS

RAFTELIS hereby represents and warrants to Augusta as follows:

A. Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by RAFTELIS and constitutes a legal, valid and binding obligation of RAFTELIS, enforceable against RAFTELIS in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.

B. No Conflict. To its knowledge, neither the execution nor delivery of this Agreement by RAFTELIS, nor the performance by RAFTELIS of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to RAFTELIS, (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which RAFTELIS is a party or by which RAFTELIS or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any

assets of RAFTELIS under any agreement or instrument to which RAFTELIS is a party or by which RAFTELIS or its assets may be bound or affected.

C. No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by RAFTELIS or the performance of its obligations hereunder, except such as have been duly obtained or made.

D. Financial Condition. There has been no material adverse change in the financial condition of RAFTELIS that would impair the ability of RAFTELIS to perform its obligations under this Agreement.

E. No Collusion. RAFTELIS's Proposal is genuine and not collusive or a sham. RAFTELIS has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of RAFTELIS's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.

F. Information Supplied By RAFTELIS. The information supplied and representations and warranties made by RAFTELIS and in all submittals made in response to the RFP, including RAFTELIS's Proposal, and in all post-proposal submittals with respect to RAFTELIS (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. RAFTELIS's Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.

G. Ethics: Gratuities and Kickbacks. Neither RAFTELIS, any subsidiary, or any agent or other representative of RAFTELIS has given or agreed to give, any employee or

former employee of Augusta or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.

H. Contingent Fees. The RAFTELIS warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by RAFTELIS for the purpose of securing business and that the RAFTELIS has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

I. Existence and Powers. RAFTELIS is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.

J. Augusta's selection of the RAFTELIS was made with specific reliance on the qualifications and experience of specific RAFTELIS staff identified in the RAFTELIS's response to RFP 22-296, incorporated herein by reference. Unless substitutions are otherwise

approved by Augusta or the Parks and Recreation Department, RAFTELIS agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in RAFTELIS's response.

K. Standard of Performance. Raftelis' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and Raftelis' expertise and qualifications as a professional. Raftelis will perform the Scope of services in conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from Augusta's estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Augusta.

L. Confidential Information. Raftelis acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Raftelis may be given access to, or come into possession of, confidential information from Augusta, of which information may contain privileged material or other confidential information. Raftelis acknowledges and agrees, except as required by law, judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as "confidential" disclosed to Raftelis by Augusta ("Confidential Information") without first obtaining written permission from Augusta. All tangible embodiments of such information shall be delivered to Augusta or the destination of such information by Raftelis requested by Augusta. Augusta acknowledges Raftelis has the right, subject to Georgia law, to maintain its own set of work papers which may contain Confidential Information. Notwithstanding anything else in this paragraph, Raftelis acknowledges that Augusta, Georgia is an "agency"

pursuant to O.C.G.A. § 50-18-70 et seq., and agrees and acknowledges that anything in this paragraph may be subject to Georgia Open Records Act law and rules. Raftelis agrees to provide Augusta, Georgia with any public records subject to public inspection and copying and to assist Augusta, Georgia in complying with all relevant laws related to the Georgia Open Records Act related to RFP 22-296 and the services covered in this Agreement.

ARTICLE V
INSURANCE

RAFTELIS (“Contractor”) shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with Augusta (“the County”) evidence of a policy or policies of insurance as enumerated below.

- A. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form for not less than \$1,000,000.
- B. A policy of Professional Liability, Errors and Omissions with limits not less than \$1,000,000.
- C. A policy of Workers Compensation Insurance. As respects Workers Compensation insurance in the State of Georgia, the Contractor shall secure its liability for industrial injury to the employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated. Such policy must provide the following minimum limit:
 - a. Worker’s Compensation – Statutory coverage
 - b. Employer’s Liability - \$1,000,000
- D. Any deductible or self-insured retention must be disclosed and is subject to approval by the County. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- E. If any such policy is written on a “Claims Made” form, the retroactive date shall be prior to or coincident with the Effective Date of this Contract. The policy shall state the coverage is

“Claims made” and state the retroactive date. Claims made form coverage shall be maintained by Contractor for a minimum of two years following the expiration or earlier termination of this Contract and Contractor shall annually provide the County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the County to assure financial responsibility for liability for services performed.

Additional Insured and Primary Insurance Provisions:

- F. Such insurance, as provided in (1), (2), & (4) above, shall be endorsed to include the County, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the County.
- G. In addition, Contractor’s insurance shall be primary as respects the County, and any other insurance maintained by the County shall be excess and not contributing insurance with the Contractor’s insurance.
- H. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:
 - I. A copy of the policies declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
 - J. A copy of the endorsement naming the County as an Additional Insured showing the policy number and signed by an authorized representative of the insurance company for Commercial General Liability and Worker’s Compensation.

- K. A copy of an endorsement stating that the coverage's provided by this policy to the County or any other named insured shall not be terminated reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the County.
- L. **Policy Rating.** All policies shall be subject to approval by the County Finance Director as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus line broker), form and coverage, and primary to all other insurance.
- M. **Self-Insurance.** Should Contractor be self-insured, under item (1), (2) (3) and (4) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should advise how Contractor would protect and defend the County as Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.
- N. **Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.
- O. Failure of the Contractor to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

ARTICLE VI

TERMINATION

A. Termination of the Agreement for Default. Failure of the RAFTELIS, which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the RAFTELIS pursuant to this term.

B. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

1. **Assignment for Creditors:** The RAFTELIS makes a general assignment for the benefit of creditors.

2. **Bankruptcy:** The RAFTELIS files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.

3. **Receivership:** A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the RAFTELIS in any proceeding brought by or against the RAFTELIS, or the RAFTELIS consents to or acquiesces in such appointment.

E. Termination. Either party may terminate this Agreement upon 30 days' prior written notice.

F. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

1. In the event that the RAFTELIS fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or

2. In the event that the RAFTELIS makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or

3. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of Parks and Recreation Department.

G. Temporary Suspension or Delay of Performance of Contract. To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by RAFTELIS under this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

A. RAFTELIS will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by RAFTELIS herein, or to the wages paid by RAFTELIS to its employees.

B. RAFTELIS will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.

C. All reports, documents, data bases, commercials, and other deliverable products produced by RAFTELIS for sole purposes of Augusta under the terms of this Agreement will at all times be the exclusive property of Augusta.

D. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

E. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

F. Severability. In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of

or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

G. No Third Party Beneficiary. This Agreement is intended to be solely for the benefit of RAFTELIS and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.

H. Notices and Authorized Representatives. All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta: Office of the Mayor
535 Telfair Street
Suite 200
Augusta, Georgia 30901

Parks and Recreation Department
ATTN: Maurice McDowell
2027 Lumpkin Rd
Augusta, GA 30906

With a Copy to:
General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

For RAFTELIS:

Raftelis Financial Consultants, Inc.

Attn:

I. Nondiscrimination. During the performance of services under this Agreement, RAFTELIS agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. RAFTELIS will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

J. Indemnification. RAFTELIS hereby agrees to hold harmless, indemnify and defend Augusta, Georgia, the Augusta Finance Department, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, caused by negligent acts or acts of commission or omission by RAFTELIS its officers, employees, sub-RAFTELISs, or other representatives.

K. Compliance with laws: The RAFTELIS shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the RAFTELIS and Augusta. RAFTELIS shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

L. Prompt Pay Act. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

M. RAFTELIS (“Contractor”) acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

N. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is

participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

O. Throughout the term of this contract, RAFTELIS will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. RAFTELIS will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

P. Inspection. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of RAFTELIS or any subcontractor of RAFTELIS or

subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. RAFTELIS agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of RAFTELIS which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Q. Independent Contractor. The RAFTELIS shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Finance Department; and shall retain control over its employees, agents, servants and subcontractors.

R. Assignment and Subcontracting. The RAFTELIS shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the RAFTELIS hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.

S. Choice of Law and Venue. This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. RAFTELIS by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.

T. Invalid Provisions: If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions

or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either Augusta or RAFTELIS in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

U. Waivers. Failure by Augusta to insist upon the strict performance by the RAFTELIS of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the RAFTELIS.

V. Entire Agreement. This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, RAFTELIS hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and RAFTELIS's response to RFP 22-296 (Exhibit "A"), the RAFTELIS's response to RFP 22-296 shall take precedence over this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Raftelis Financial Consultants, Inc.

Augusta, Georgia

By: _____

By: _____

Name: _____

Name: GARNETT L. JOHNSON

Title: _____

Title: Mayor

Date: _____

Date: _____

Parks and Recreation Department

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Lena J. Bonner, Clerk of Commission

APPENDIX A
RFP 22-296 and RAFTELIS'S RESPONSE TO RFP 22-296

APPENDIX B
RAFTELIS' 2022 Standard Hourly Billing Rates

Position	Hourly Billing Rate **
Chair	\$475
Chief Executive Officer/President	\$400
Executive Vice President	\$350
Vice President/Principal Consultant	\$325
Director of Governmental Services	\$310
Senior Manager	\$285
Director of Data Services	\$275
Director of Strategic Communications	\$275
Manager	\$250
Director of Florida Operations	\$225
Senior Consultant	\$220
Consultant	\$190
Creative Director	\$190
Associate	\$160
Graphic Designer	\$135
Analyst	\$115
Administration	\$85
PRMG – Executive Vice President	\$280
PRMG – Vice President	\$265
PRMG - Senior Manager	\$225
PRMG - Manager	\$215
PRMG - Senior Consultant	\$175
PRMG - Consultant	\$140
PRMG - Associate	\$120
PRMG - Administration	\$85
Technology/Communications Charge*	\$10

* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.