

City of Palm Coast, Florida Agenda Item

Agenda Date: October 15, 2024

Department	CONSTRUCTION MANAGEMENT & ENGINEERING	Amount	5,000,000.00
Division	ENGINEERING	Account #	54029082-063000-82012
Subject: RESOLUTION 2024-XX APPROVING AN ENGINEERING CONSULTANT CONTRACT WITH CPH, INC., FOR THE WASTEWATER TREATMENT FACILITY NO. 1 EXPANSION DESIGN			
Presenter: Alexander Blake, Utility Engineer III			
Attachments:			
<ol style="list-style-type: none"> 1. Resolution 2. Presentation 3. Proposal 			
Background:			
Council Priority:			
D. Sustainable Environment and Infrastructure			
<p>Wastewater Treatment Facility No. 1 (WWTF-1) has been in continuous operation for more than forty (40) years. During that time, the facility has undergone various phases of improvements to upgrade equipment and expand treatment capacity. The facility's last major upgrade was performed in 2006, which expanded treatment capacity to the current permitted 6.83 million gallons per day (MGD). Several equipment replacement and improvement projects have been performed in the past five (5) years. A few examples of recent improvement projects are: two (2) of the clarifiers were reequipped, the mechanical bar screens at the headworks were replaced, an odor control system was added to the headworks, a parallel forcemain was added from the north feed of the plant, addition of screw presses for biosolids dewatering and new above ground fuel tank. A new administration building for WWTF-1 was completed in 2022. A construction project is underway for restoration of the facility's headworks and process improvements to its oxidation ditches, which involve the installation of floating jet aerators.</p> <p>The City operates two (2) wastewater treatment facilities; WWTF-1 (26 Utility Dr) handles most of the customers between US Hwy 1 and the eastern city limits and WWTF-2 (400 Peavy Grade) handles primarily the developments along and near the US Hwy 1 corridor. WWTF-2 was activated in 2018 as a 2.0 MGD (million gallons per day) treatment facility and is currently being expanded to 4.0 MGD capacity, expected to be activated in early 2025. Currently WWTF-2 treats approximately 20% of the City's sewer demand and will be increased to approximately 40% of current demand after it is expanded. With the expansion WWTF-2 to 4.0 MGD, the site will be fully utilized, thus further capacity will be expanded at WWTF-1 which has site area to accommodate expansion. WWTF-1 will continue to be a critical treatment facility for the City into the foreseeable future and has a significant amount of wastewater collection/transmission infrastructure (i.e. pump stations, sewer mains) piped to the facility.</p>			

With WWTF-1 nearing its current treatment capacity limits of 6.83 MGD, it is important to expand the capacity to better handle current sewer flows and to accommodate growth.

In late 2023, engineering analysis began on studying expansion and treatment modification concepts for WWTF-1. As a result of this effort, it was determined that WWTF-1 could be expanded to 10.83 MGD treatment capacity adding 4.0 MGD capacity to its current permitted treatment limit. It was also determined that the existing facility treatment could be modified and upgraded to produce advanced wastewater treatment (AWT) to further improve the already good quality of treatment process effluent as used for reclaimed/reuse water application such as irrigation. WWTF-2 already produces effluent to an AWT standard. AWT reduces key non-potable water quality parameters, mainly reduction of nitrogen and phosphorus below the limits of what is achievable with standard treatment processes. The advantage of meeting AWT standards is consistency with the Florida Department of Environmental Protection 's (FDEP) objectives to better protect surface waters and the overall environment for long term sustainability. With AWT, it is possible, for example, for the FDEP to permit the discharge of unused effluent (such as when irrigation demands are less than effluent production that occurs during wet weather conditions), to a wetland or surface water conveyance, or to help recharge surficial aquifer during dry months. AWT is becoming industry standard although FDEP has not yet mandated it, regulatory restrictions are anticipated to increase over time.

Concept layout for WWTF-1 expansion and preliminary engineering was performed by CPH, Inc. including preparation of a Preliminary Design Report for meeting the basic requirements of FDEP for permitting the treatment processes and capacity of the expansion, including modifications to the existing facility. The engineering consulting services of CPH, Inc. were selected for the WWTF-1 Expansion study and option to design the expansion, through a request for statement of qualifications process (RSFQ-SWE-23-34) of which submittals were received May 11, 2023 and awarded by Council on September 5, 2023.

CPH, Inc. has worked closely with staff for the concept development of the expansion and has previously designed several improvement projects for WWTF-1 and is very familiar with the site and operations of the facility. CPH, Inc. has also provided engineering services for several other City utility infrastructure projects, including water treatment, sewer forcemains and pump stations. Staff negotiated a scope and fee with CPH, Inc., in the amount of \$5M, for engineering design services for WWTF-1 expansion, permitting and assistance with grants and loans.

It is anticipated that a construction manager at risk (CMAR) will be acquired by Spring of 2025, which will then help accelerate construction of the expansion. The expansion will likely take approximately four (4) years to construct, although this timeframe will be tempted to be compressed to three (3) years. It has become common for treatment facilities to experience prolonged construction durations due to long lead times in equipment production and delivery.

Funds for this design proposal are budgeted in the Utility's 5-year Capital Improvement Plan. The project's construction is budgeted for Fiscal Year 2025.

Source of Funds Worksheet FY 25

WWCOLL 54029082-063000-82012

\$5,200,000.00

Total Expended/Encumbered to Date

\$0.00

Pending Work Orders Contracts

\$5,000,000.00

Current (WO/Contract)

\$200,000.00

Recommended Action:

ADOPT RESOLUTION 2024-XX APPROVING AN ENGINEERING CONSULTANT CONTRACT WITH CPH, INC., FOR THE WASTEWATER TREATMENT FACILITY NO. 1 EXPANSION DESIGN



Wastewater Treatment Facility No.1 Upgrade & Expansion

October 15, 2024



Wastewater Treatment Facility No. 1 & 2 Areas of Service Based on December 1, 2023

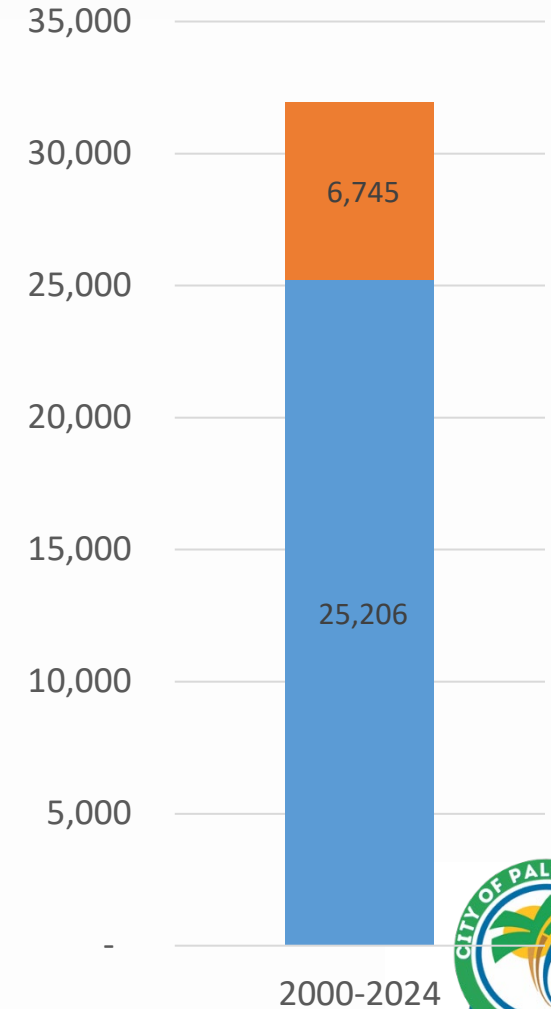
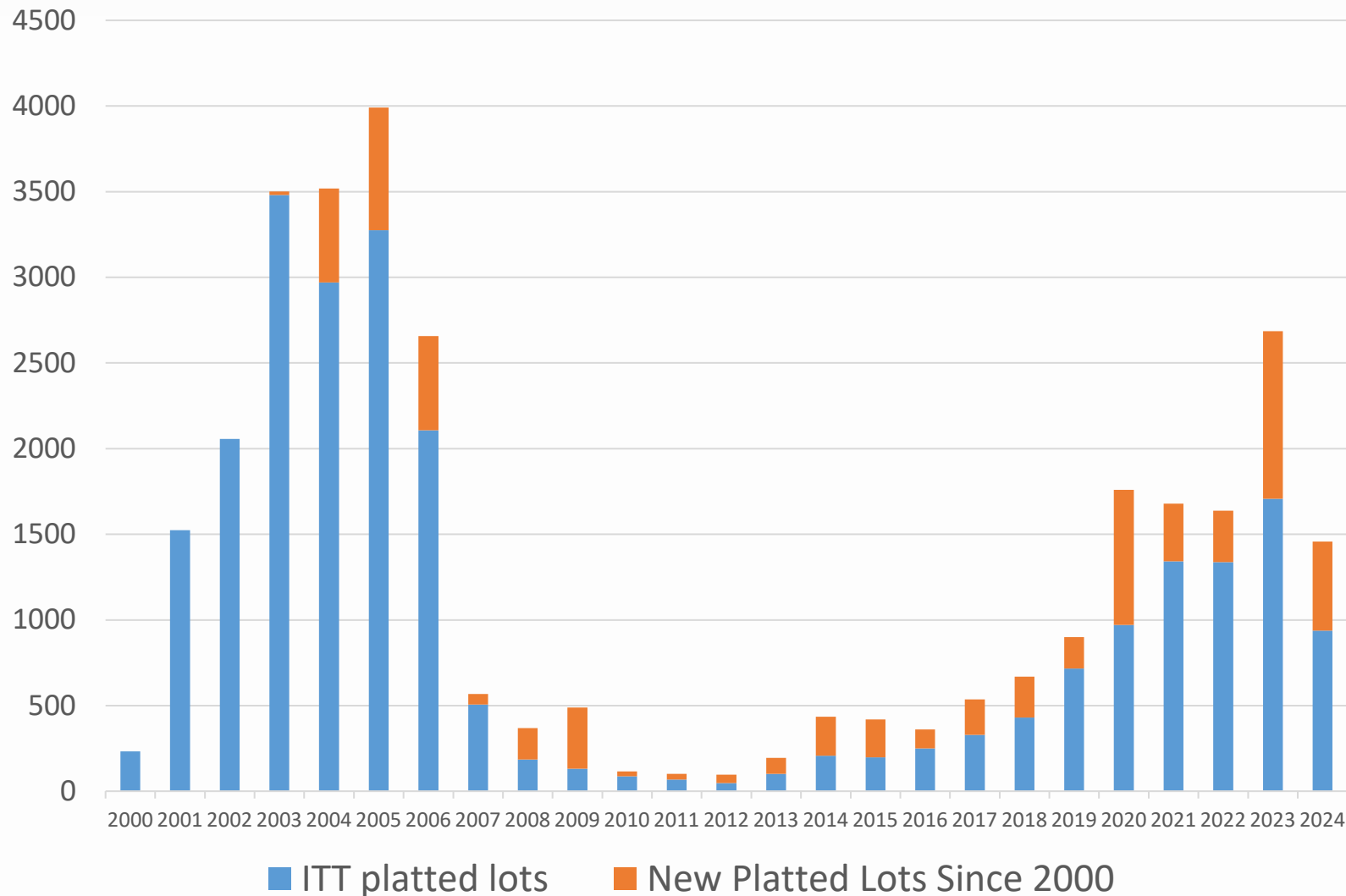
WWTF No. 2 (beige highlighted area)

- Capacity: 2.00 MGD; Current Expansion Adds 2.00 MGD in Early 2025
- Treatment Type: Advanced Wastewater Treatment (AWT)

WWTF No. 1 (green highlighted area)

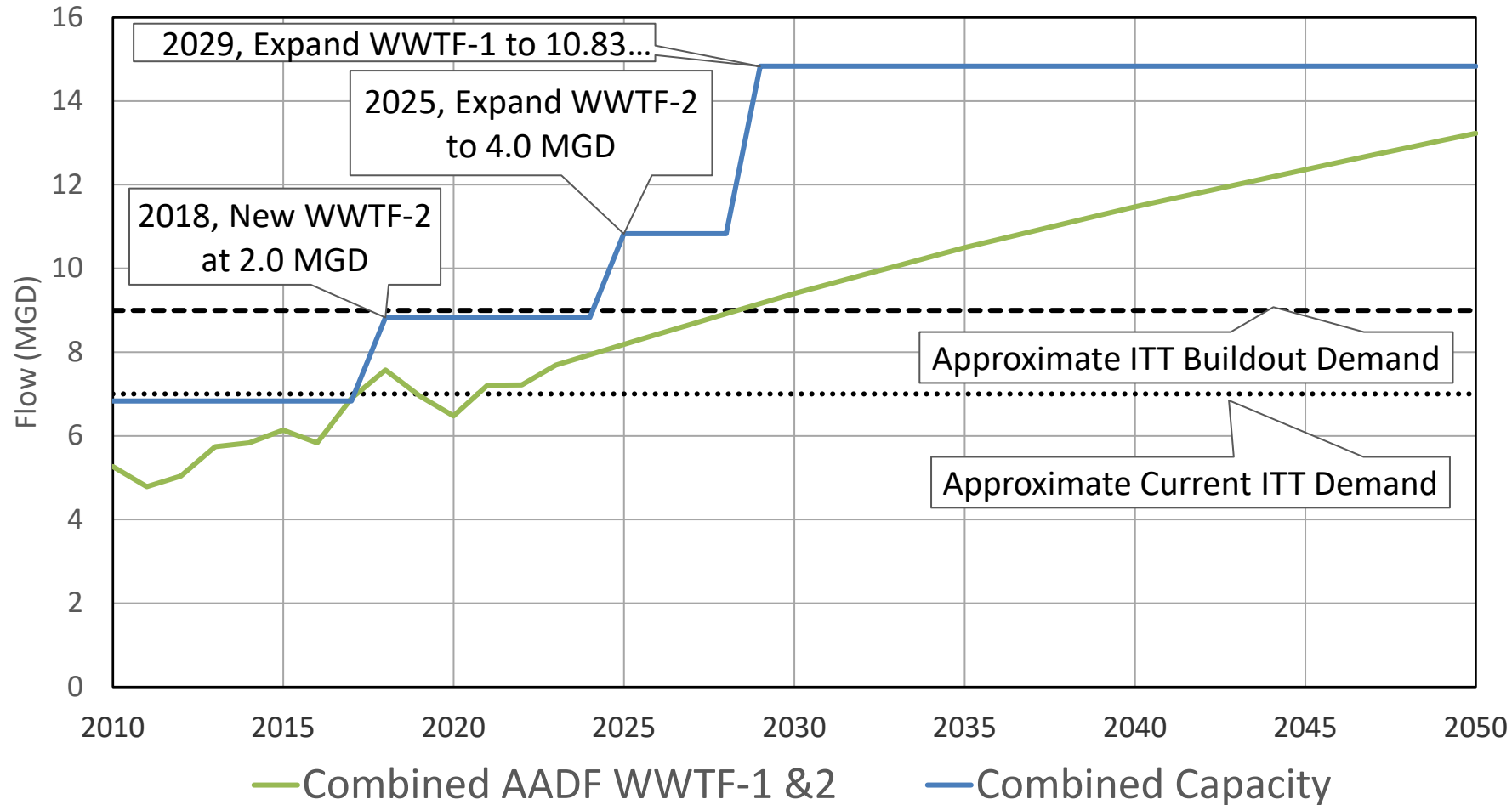
- Capacity: 6.83 MGD
- Treatment Type: Advanced Secondary Treatment

Issued Residential CO's

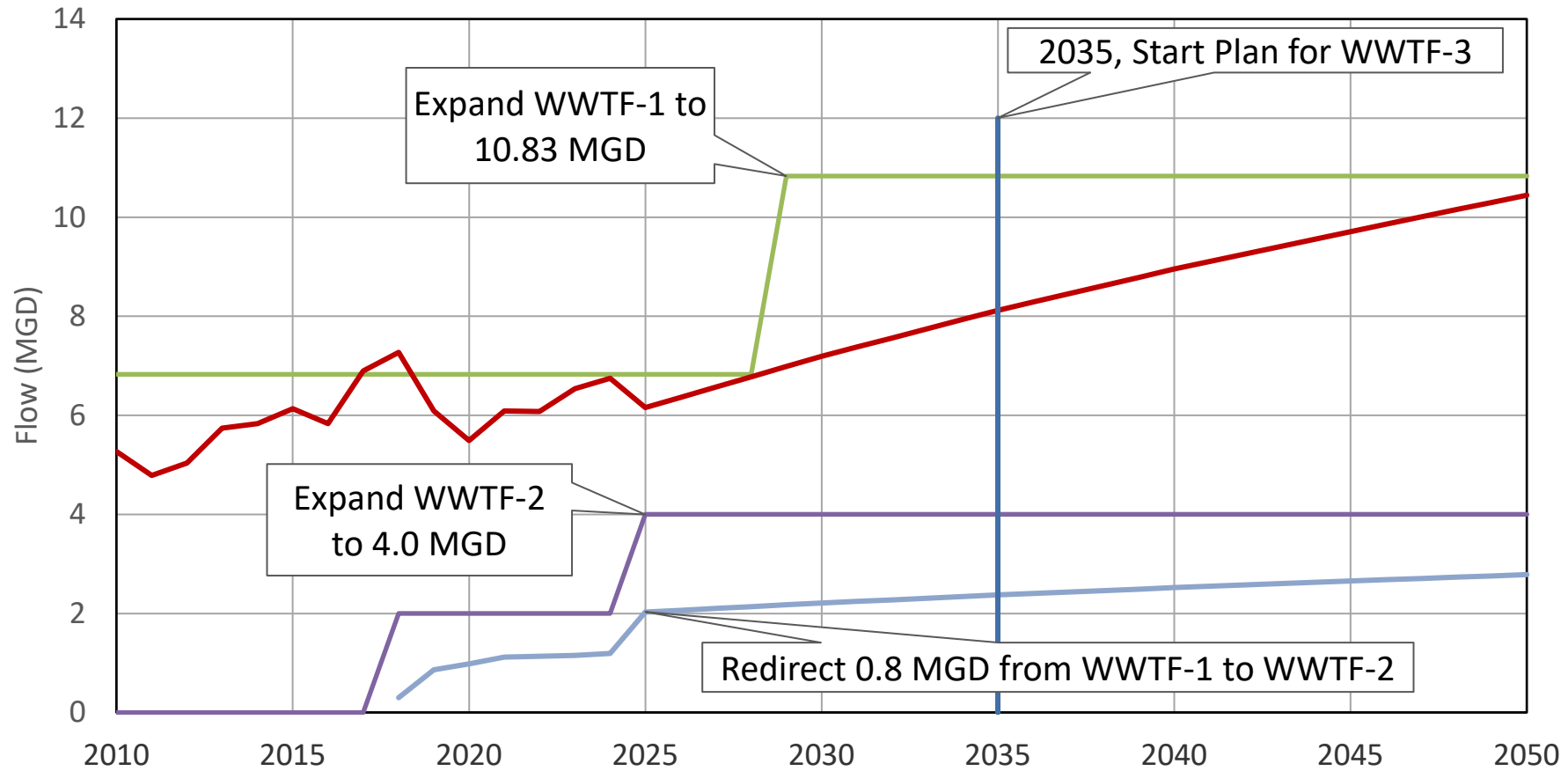


** These are preliminary numbers. Permits from 2000-2004 were managed by a private provider; information is unavailable.*

Annual Average Day Flow demand vs. Plant Capacity

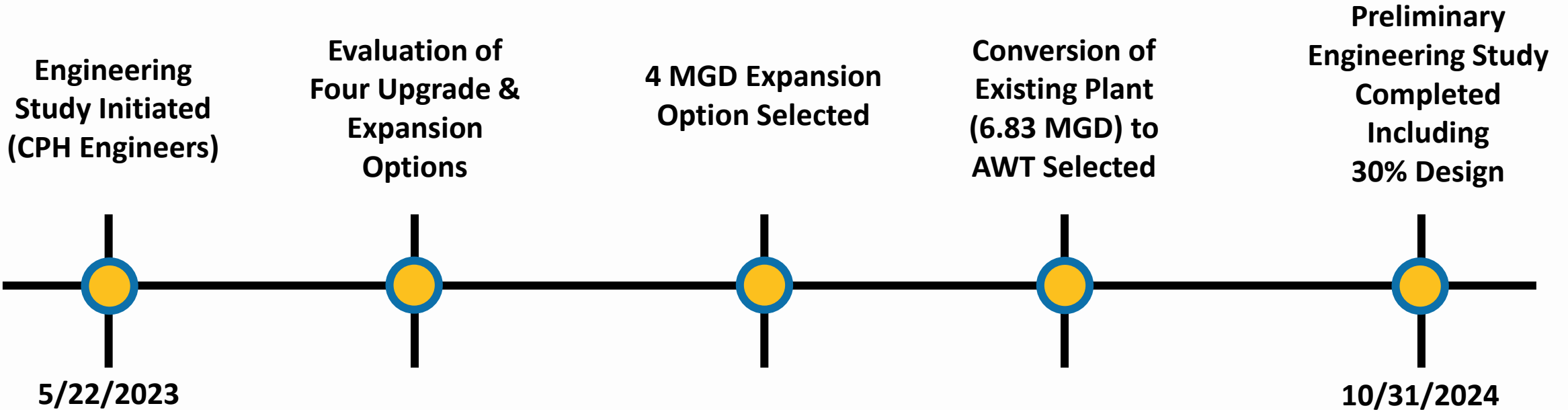


Annual Average Day Flow demand vs. Plant Capacity



— WWTF-1 Capacity — WWTF-2 Capacity — AADF to WWTF-1 — AADF to WWTF-2 — Future WWTF-3



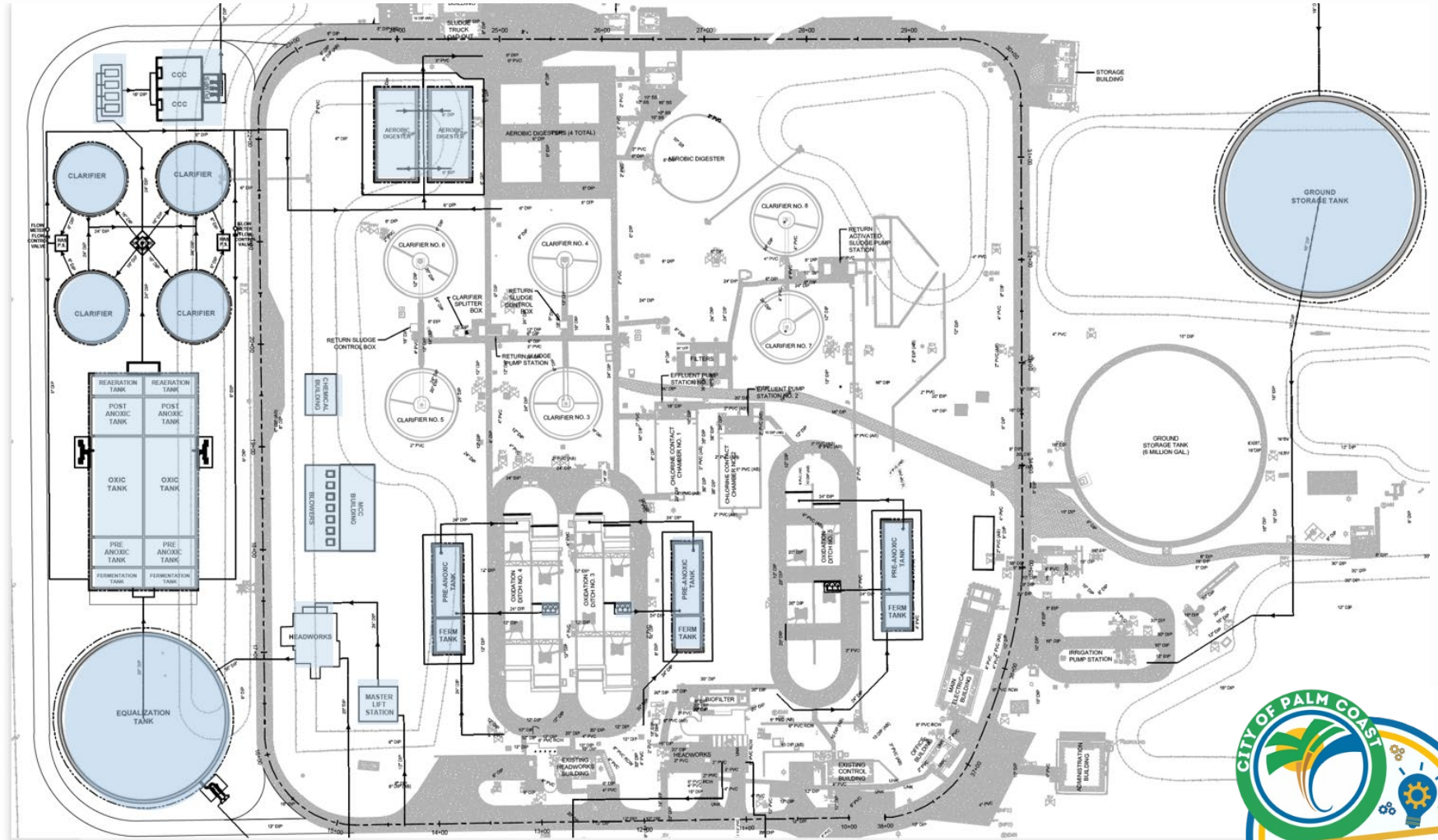


Existing Facility

- AWT Conversion

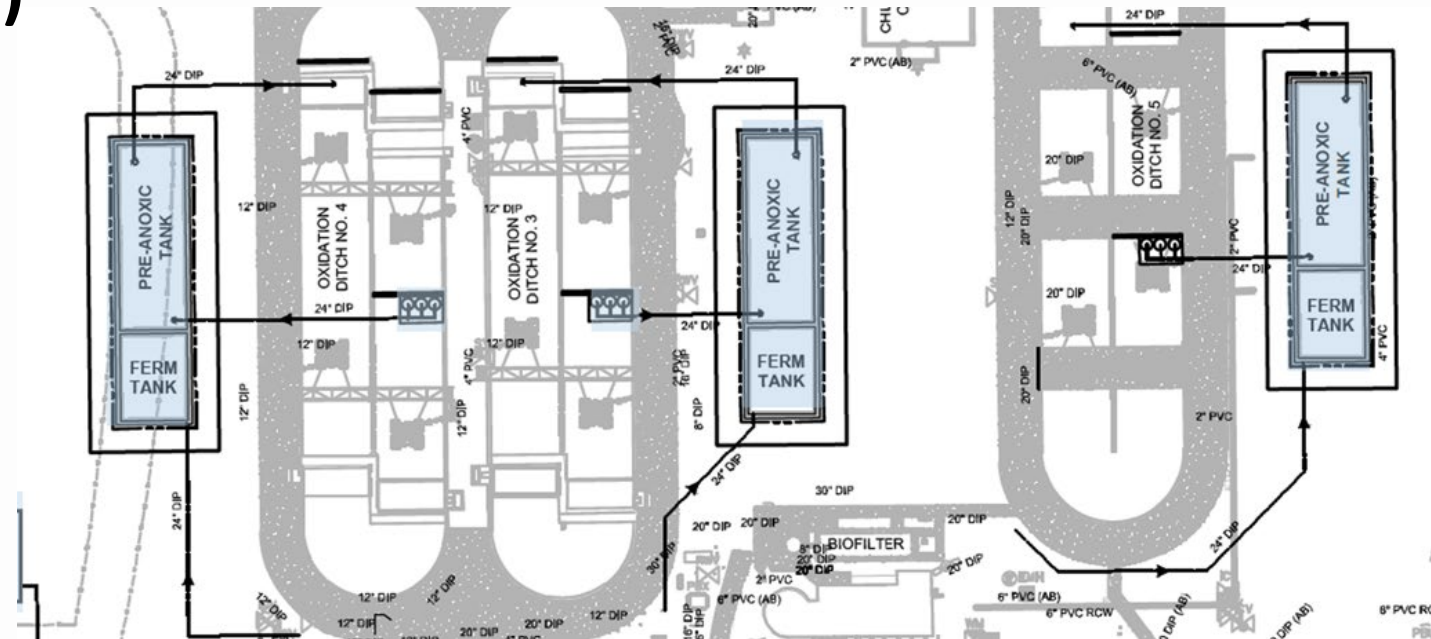
Expansion

- 4.00 MGD



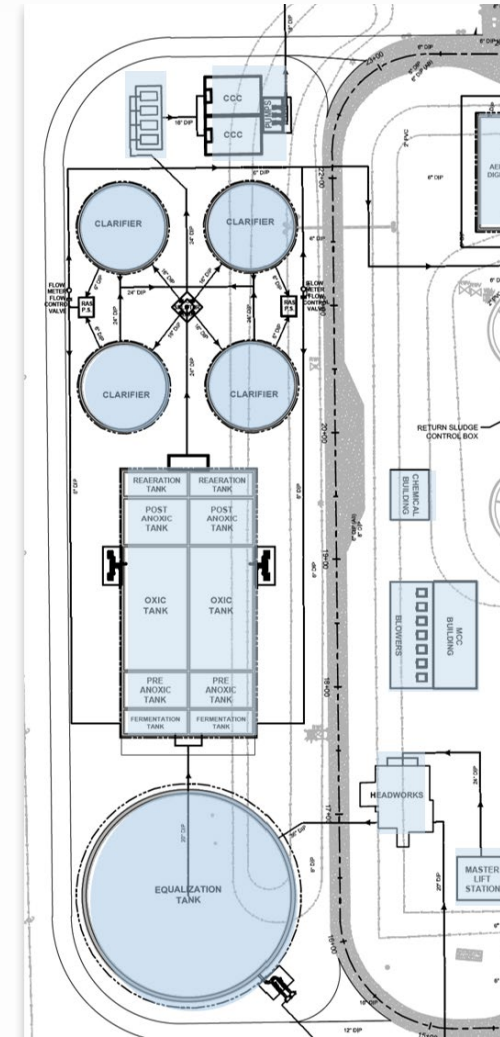
Convert Existing Facility to Advanced Waste Treatment (AWT)

- Benefits & Justification
 - Regulatory Requirements:
(anticipated future mandate)
 - Integration:
(same treatment process for entire facility)
 - Environmental:
(reduces phosphorous and nitrogen levels)
 - Cost Effective:
(to be done in conjunction with expansion)

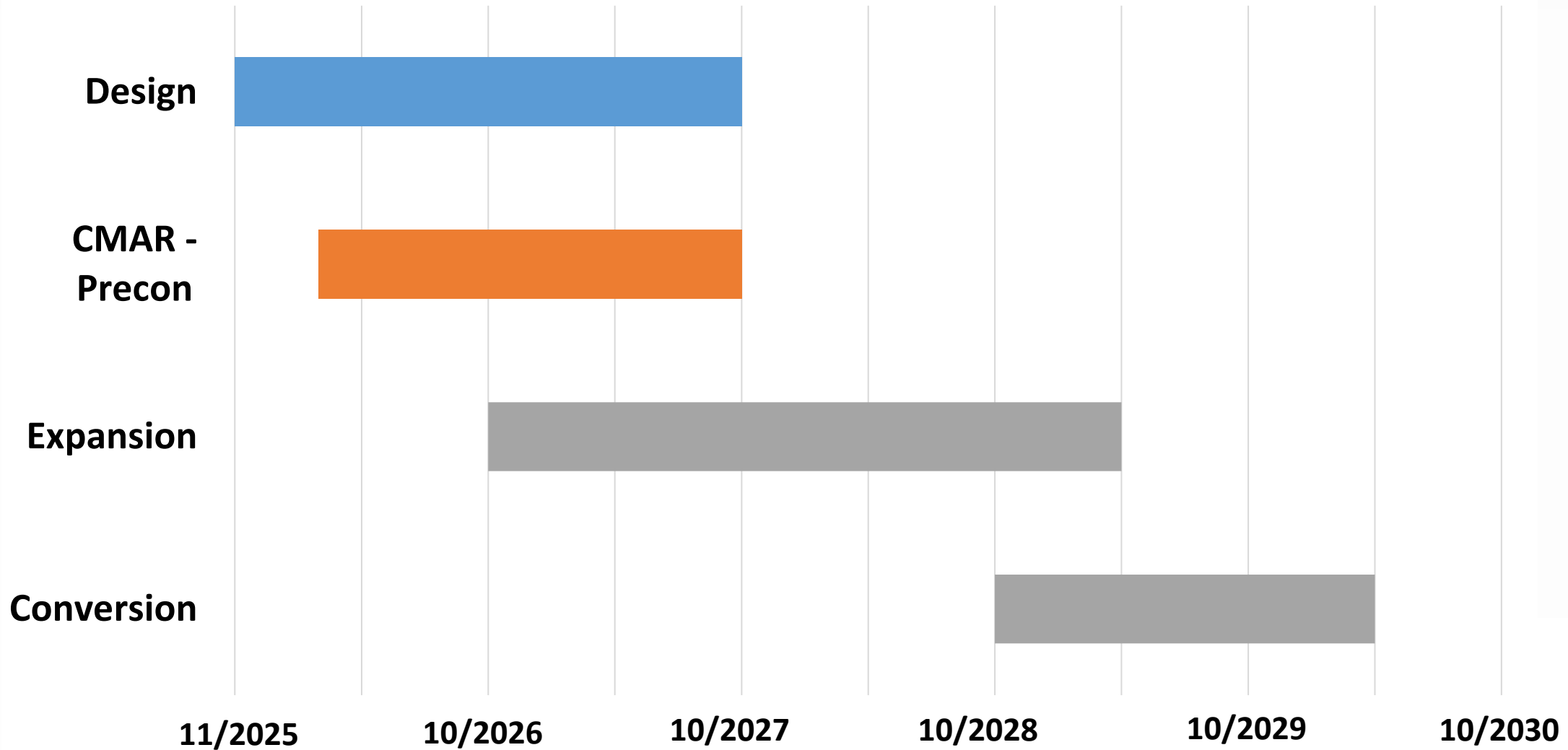


Expansion: 4.00 MGD

- Benefits & Justification
 - Maximizes use of Existing Site
 - Utilizes AWT for Treatment
 - No Redirection of Existing Flows are Necessary
 - Provides Anticipated Needed Capacity Until 2035+/-

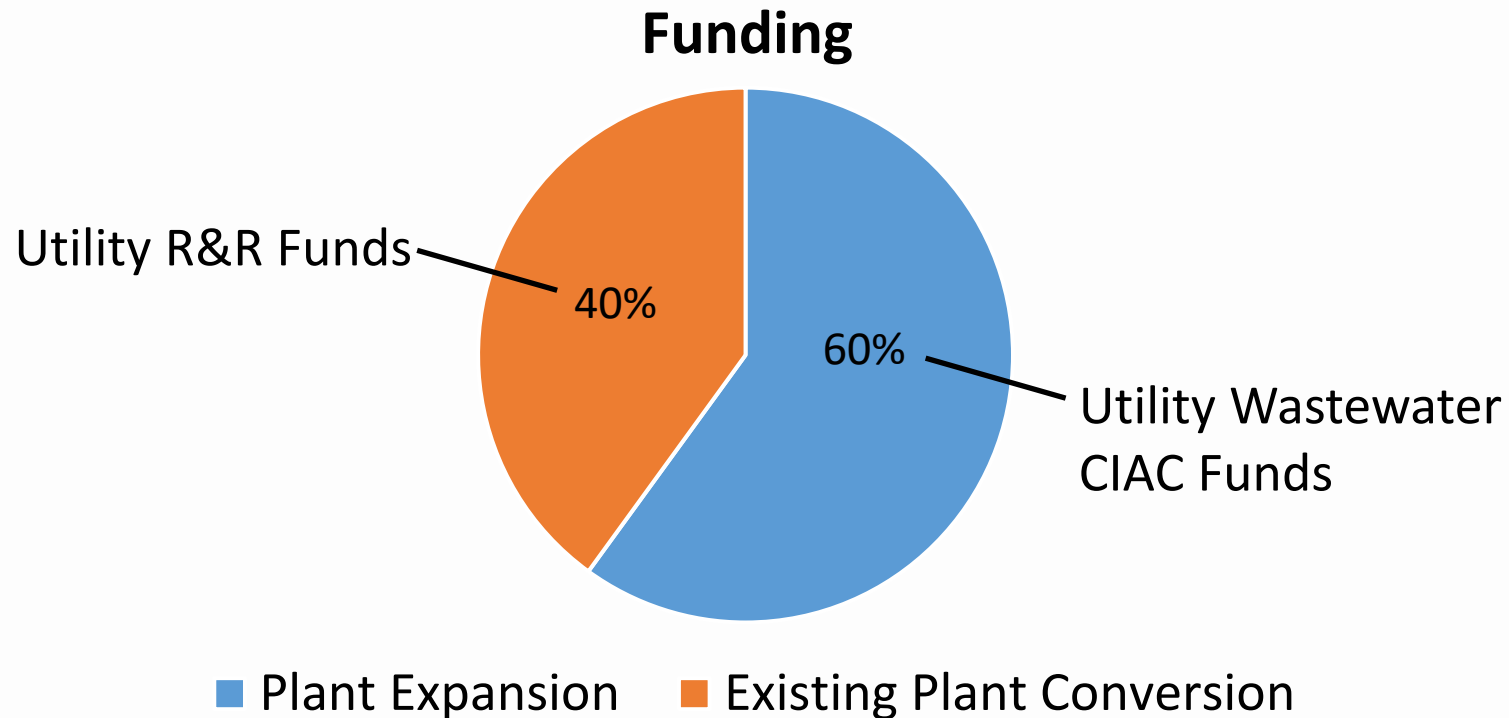


Project Timeline



Approving a Work Order with CPH Engineers for Final Design of WWTF No. 1 Upgrade and Expansion

- Not to Exceed Amount of \$5,000,000.00 (includes contingency)



RESOLUTION 2024-____
WASTEWATER TREATMENT FACILITY NO. 1 EXPANSION DESIGN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVAL OF CONSULTANT CONTRACT AND PROJECT CONTINGENCY FOR THE WASTEWATER TREATMENT FACILITY NO. 1 EXPANSION DESIGN; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE, AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff is requesting a consultant contract with CPH, Inc., for the Wastewater Treatment Facility No. 1 expansion design for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the requested contract, for the above-mentioned contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL CONTRACT AMENDMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of a contract with CPH, Inc., for the Wastewater Treatment Facility No. 1 expansion design and approval of a project contingency, as attached hereto and incorporated herein by reference herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4 FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the contract for changes totaling less than

\$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 15th day of October 2024.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” – Consultant Proposal

BPO Mgr. approved

DS
MR



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name CPH, LLC

Project Name: Wastewater Treatment Facility No1 Expansion Engineering Study

Bid/Reference # RFSQ-SWE-23-34

Contract Type: Master Services Agreement

Contract Value \$ Over \$50K

Resolution # 2023-89

City Council Approval Date: 9/5/2023

Standard Contract Template (Y/N): y

If No, then Reviewed by
City Attorney: n/a

Length of Contract: 2 years

If Yes, # and length of
renewals: 2 at one year each

Renewable (Y/N): yes

City's Project Manager Alex Blake

Brief Description/Purpose:

SERVICE AGREEMENT FOR ENGINEERING CONSULTANT TO PERFORM AN ENGINEERING STUDY TO EXPLORE NEEDS, CONCEPTS, AND OPTIONS FOR THE EXPANSION OF CAPACITY OF EXISTING WASTEWATER TREATMENT FACILITY NO1.

Approvals:

Responsible Dept. Director Carl Cote

Date: Sep 14, 2023 | 2:10 PM PDT

City Finance Helena Alves

Date: Sep 15, 2023 | 7:47 AM EDT

City Attorney Mysa Borkert

Date: Sep 14, 2023 | 3:46 PM EDT

City Manager Denise Berman

Date: Sep 15, 2023 | 8:36 AM EDT



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.



Thank you.

Regards,
City of Palm Coast
Budget & Procurement Office





MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 15th day of September, 2023 ("Effective Date"), between CPH, LLC., whose place of business is 520 Palm Coast Parkway SW, Suite 200, Palm Coast, Florida 32137 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure an **ENGINEERING STUDY FOR WASTEWATER TREATMENT FACILITY NO.1 EXPANSION** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-SWE-23-34 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the

CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of one (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
- ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 - 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 - 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 - 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 - 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 - 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
 - iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
 - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
 - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
 - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
 - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
 - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B.** Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.
- 5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.**
- A. Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.
- 6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.**
- A.** In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
- B.** SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
- C.** In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.
- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

- 10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.
- 11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- C. Immigration.** CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.
- D. Scrutinized Companies.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.
- E.** Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:
- a. The Contractor's political opinions, speech, or affiliations;
 - b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
 - c. The Contractor's lawful ownership of a firearm;
 - d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
 - e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
 - f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
 - g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
 - h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

F. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a

public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
CPH, LLC.
520 Palm Coast Parkway SW, Suite 200
Palm Coast, Florida 32137

20. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY'S custodian of public records, provide 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, F.S. or as otherwise provided by law; and
- iii. 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 Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all

public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

22. **SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. **SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. **WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Denise Bevan
B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Sep 15, 2023 | 8:36 AM EDT

CPH, LLC.

DocuSigned by:
By: Nikhel Jindal
36B3690A03114D7...

Print Name: Nikhel Jindal

Title: Chief Strategy & Success Officer

Date: Sep 14, 2023 | 11:33 AM EDT

Exhibits

A - Work Order Template Form

B - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____ / ____ /20 ____
5. **DESCRIPTION OF SERVICES** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

CITY APPROVAL

By: _____

By: _____

Print: _____

Print Name: _____

Title: _____

Title: Assistant City Manager or Designee

Date: _____

Date: _____

BPO Use Only:

Req # _____ Requisition Creator _____
name
Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage
 \$500,000.00 (Each Accident)
 \$500,000.00 (Disease-Each Employee)
 \$500,000.00 (Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project greater)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

6/30/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Insurance Corporation</td> <td style="text-align: center;">42404</td> </tr> <tr> <td>INSURER B: Allied World Surplus Lines Insurance Company</td> <td style="text-align: center;">24319</td> </tr> <tr> <td>INSURER C: Liberty Mutual Fire Insurance Company</td> <td style="text-align: center;">23035</td> </tr> <tr> <td>INSURER D: American Guarantee and Liab. Ins. Co.</td> <td style="text-align: center;">26247</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Insurance Corporation	42404	INSURER B: Allied World Surplus Lines Insurance Company	24319	INSURER C: Liberty Mutual Fire Insurance Company	23035	INSURER D: American Guarantee and Liab. Ins. Co.	26247	INSURER E:		INSURER F:	
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INSURER F:															
INSURED 1521250 CPH CONSULTING, LLC DBA CPH, LLC 500 WEST FULTON STREET SANFORD FL 32771															

COVERAGES **CERTIFICATE NUMBER:** 19410968 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	TB2-641-446161-033	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AS7-641-446161-013	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	AUC03845324	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC7-641-446161-023 EXCEPT FOR OH, ND, WY, WA	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	0313-8987	7/1/2023	7/1/2024	\$5,000,000 PER CLAIM; \$5,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF PALM COAST, ITS OFFICIALS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED WITH REGARDS TO GENERAL & AUTO LIABILITY, AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, WHEN REQUIRED BY WRITTEN CONTRACT. 30 DAY NOTICE OF CANCELLATION, EXCEPT FOR 10 DAYS FOR NON-PAYMENT.

CERTIFICATE HOLDER

CANCELLATION

19410968 CITY OF PALM COAST 160 LAKE AVE PALM COAST FL 32164	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

City of Palm Coast, Florida Agenda Item

Agenda Date: October 15, 2024

Department	WATER AND WASTEWATER UTILITY	Amount	\$139,750.00
Division		Account	#54019000 034000
Subject: RESOLUTION 2024-XX APPROVING PIGGYBACKING THE CITY OF BARTOW, FLORIDA, CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., FOR STRATEGIC ACTION PLAN AND UTILITY GAP RATE STUDY			
Presenter: Amanda Rees, Utility Director			
Attachments:			
<ol style="list-style-type: none"> 1. Presentation 2. Resolution 3. Piggyback Contract and Engagement Letter 4. Proposals (2) 			
Background:			
Council Priority:			
D. Sustainable Environment and Infrastructure			
<p>The City's Utility Department is proposing to enlist the services of Raftelis to perform Water and Wastewater Strategic Planning Services and Rate Gap Analysis for its department. The strategic planning ultimately helps to share, internally and externally, what's important to the City as a way of building financial alignment. The proposed plan will ensure that the Department is focused on external trends that are likely to impact the Utility in the future, prioritizing key utility opportunities and conduct scenario analysis evaluating factors most likely will impact the Department's operations. Much information from this strategic action plan will support the upcoming rate study. The consultant will recommend adjustments to various rates including monthly base charges and per gallon charges. Rate studies are performed to assure that the studied entity will be sustainable over time to cover operating costs, capital improvements costs, stay within financial policies and cover debt payments with a reserve for emergencies. These studies are usually performed every 3 to 5 years to keep up with the changes that occur in the operation, growth changes, material cost changes, labor rates, equipment costs as well as maintenance and other factors.</p> <p>City staff is recommending piggybacking the City of Bartow, Florida, contract with Raftelis for Strategic Action Plan and Utility Gap Rate Study.</p> <p>City staff will purchase these services using budgeted funds appropriated by City Council. The Fiscal Year 2025 Budget includes available funding for these services.</p>			

SOURCE OF FUNDS WORKSHEET FY 2025

OTHER CONTRACTUAL SVCS 54019000 034000	\$93,200.00
Budget Transfer From 54019090 034000	\$90,000.00
Total Expended/Encumbered to Date	\$0.00
Pending Work Orders/Contracts	\$139,750.00
Current (WO/Contract)	<u>\$19,295.00</u>
Balance	\$24,155.00

Recommended Action:

ADOPT RESOLUTION 2024-XX APPROVING PIGGYBACKING THE CITY OF BARTOW, FLORIDA, CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., FOR STRATEGIC ACTION PLAN AND UTILITY GAP RATE STUDY



Utility Action Plan

Consent Decree Review & Utility Timeline

Utility Action Plan Timeline



July 2024

Received Consent Decree
Draft from DEP



August 2024

Consent Decree
Modification Request
Sent to DEP from Palm
Coast



September 2024

*City Utility Action Plan
Commences*



October 2024

City Council presented
with Utility Rate Study
Gap Analysis and
Strategic Plan Proposal
Resolutions



March 2025

Utility Rate Gap Analysis
Study presented to City
Council for Utility Rate
Increase Approval

An aerial photograph of a wastewater treatment plant. The facility includes several large circular aeration tanks, rectangular clarifiers, and various support buildings. There are also some construction materials and equipment scattered around the site. The plant is situated in a grassy area with trees in the background.

What is the Palm Coast Consent Decree ?

- Legal document formalizing a program to improve wastewater system performance and complete the WWTP # 1 Rehabilitation & Expansion by 2028.

Who Issues the Consent Decree ?

- The Florida Department of Environmental Protection



Why is Palm Coast receiving a Consent Decree ?

- The wastewater treatment facility has been operating at/over the permitted annual flow limit of 6.83 MGD at times during the last twelve months.
- Sanitary Sewer Overflows occurred from the wastewater collection system.

Consent Decree Mandates



Palm Coast will submit a plan to FDEP to meet our permit requirements.

Stipulates penalties for wastewater treatment plant effluent exceedances and sanitary sewer overflows

In lieu of fines Palm Coast will submit infrastructure projects to be completed.



Utility Key Takeaways

Consent Decree

- Commitment to deliver infrastructure improvement projects by specified deadlines
- Consent decree contains Palm Coast's unique scope of work

Rate Gap Analysis

- The Gap Analysis needs to be completed to fully fund consent decree projects.
- Utility Service Fee Evaluation
(Fees for specific customer requests , administrative fees, and meter installations)

Utility Strategic Plan

- Provides a roadmap for Palm Coast's Utility Department
- It is a communication piece, and it ensures alignment all the way from the front-line staff up to our elected officials.




Utility Rate Gap Analysis

- Utility Service Fees must be evaluated so corrective action can be taken to recover utility costs for many services including meter installations, site visits, and turning services on/off .
- Infrastructure Projects will need to be properly funded by strict deadlines to meet the Consent Decree requirements.




Utility Rate Gap Analysis


Postponing Action today **does not** save in the long-term. Postponing Action could result in the following:



Deferred maintenance can increase the risk of infrastructure deterioration and bring costly repairs in the long term.



Inadequate funding can force inefficient operations, raising operational expenses while reducing system efficiency.

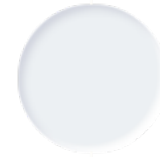


Neglecting infrastructure upgrades can result in regulatory violations and extend our Consent Decree timeline.

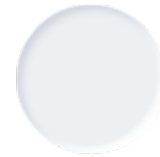


Utility Strategic Plan

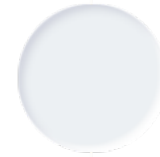
The Utility will take a deep dive into everything from how we enhance our current processes , to the improvement of our systems infrastructure and assets, to evaluating ways to increase our already robust focus on the safety of our water and our workforce.



What do we know to be true today ?



What do we hope will be true in the future ?



What must go well in order to make that future a reality ?



Utility Strategic Plan

Part of the value of strategic planning is that it's a communication tool – strategic planning ultimately helps to share, internally and externally, what's important to an organization as a way of building alignment. Regularly reporting on progress helps to sustain the involvement and engagement of stakeholders who participate in strategy development and/or execution.





Council Actions

Approve Funding for the Utility Rate Gap Analysis and the Utility Strategic Plan; providing the framework to proceed with the Utility Action Plan.

RESOLUTION 2024-____
STRATEGIC ACTION PLAN AND UTILITY GAP RATE STUDY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE CITY OF BARTOW, FLORIDA, CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., FOR STRATEGIC ACTION PLAN AND UTILITY GAP RATE STUDY; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Raftelis Financial Consultants, Inc., has expressed a desire to provide Strategic Action Plan and Utility Gap Rate Study to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the City of Bartow Contract with Raftelis Financial Consultants, Inc., for Strategic Action Plan and Utility Gap Rate Study.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between the City of Bartow with Raftelis Financial Consultants, Inc., for Strategic Action Plan and Utility Gap Rate Study, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 15th day of October 2024.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – Piggyback Contract with Raftelis Financial Consultants, Inc.

BPO Mgr. Approval

DS
JR



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Raftelis Financial Consultants, Inc.

Bid/Contract Ref # Master Professional Consulting Services RFQ No. CM2023-24-01

Agency Name: City of Bartow

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2024- City Council Approval Date: _____

Contract Term End Date 09/30/2027

Renewable Y/N Y If yes # and length of renewals: one 3-year term

City's Project Manager(s) Peter Roussell

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the City of Bartow Agreement for Master Professional Consulting Services as needed.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

Acting City Manager _____ Date: _____

Vendor Name and Email Catherine Carter ccarter@raftelis.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Catherine Carter
Raftelis Financial Consultants, Inc.
341 North Maitland Avenue, Suite 300
Maitland, Florida 32751

RE: Engagement Letter Authorizing Piggyback

Master Professional Consulting Services Agreement
Contract Name

City of Bartow RFQ No. CM2023-24-01
Contract Reference

Dear Catherine,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Nathalie Garcia
Nathalie Garcia
Contracts Coordinator
ngarcia@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Lauren Johnston

Title: Acting City Manager

Date: _____

DocuSigned by:
RAFTELIS FINANCIAL CONSULTANTS, INC.

By: *Catherine Carter*
419696D3D8C144D
Catherine Carter (Authorized Signatory)

Print Name: _____

Title: Vice President

Date: OCT 4, 2024 | 7:50 AM PDT

Date: _____

ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. Scrutinized Companies

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY’s custodian of public records, provide 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, F.S. or as otherwise provided by law; and
7. 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 Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

CITY OF PALM COAST

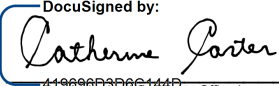
By: _____

Print: Lauren Johnston

Title: Acting City Manager

Date: _____

RAFTELIS FINANCIAL CONSULTANTS, INC.

DocuSigned by:
By:  _____
4196982328C141F
(Authorized Corporate Officer)

Print Name: Catherine Carter

Title: Vice President

Date: Oct 4, 2024 | 7:50 AM PDT

In Process

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**


This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Raftelis Financial Consultants, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Catherine Carter

Title: Vice President

Signature: 
419696D3D6C144D...

Date: Oct 4, 2024 | 7:50 AM PDT



FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____

Signed: _____

In Process

Entity: _____

Name:

Title:

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2024, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

In Process

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

In Process

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

**CITY OF BARTOW, FLORIDA
MASTER PROFESSIONAL CONSULTING SERVICES AGREEMENT**

This *Master Professional Consulting Services Agreement* (“*Master Agreement*”) is made between the City of Bartow, Florida, a Florida municipal corporation (“*City*”) and the following professional consulting services vendor:

Vendor Name and Address:

**Raftelis Financial Consultants, Inc.
341 North Maitland Avenue, Suite 300
Maitland, Florida 32751**

(“*Vendor*”).

WHEREAS, the issued *City of Bartow Bid Package RFQ No. CM2023-24-01* (“*RFQ*”) for the purpose of soliciting qualification statements from professional services firms interested in entering into a contract for engineer, design, professional consulting and other professional services with the City for various continuing contract matters and/or specifically named or identified projects described therein; and

WHEREAS, in compliance with the protocol prescribed by the Florida *Consultants’ Competitive Negotiation Act* (“*CCNA*”), codified at § 287.055 of the Florida Statutes, Vendor was selected by the City’s governing body as a qualified short-listed firm to perform the professional consulting services envisioned by the *RFQ*; and

WHEREAS, this *Master Agreement* is the result of the “*Competitive Negotiation*” phase of the *CCNA* protocol and is determined by the parties to be “*fair, competitive and reasonable*” for the City and its citizens; and

WHEREAS, the professional consulting services needs for the City to be performed by the Vendor are described more fully in the scope of work exhibit attached hereto as Exhibit ‘*A*’ (“*Master Agreement Scope of Work*”); and

WHEREAS, the City intends to fulfill its project needs by assigning task orders to the Vendor pursuant to the terms and conditions of this *Master Agreement*; and

WHEREAS, Vendor has agreed to provide professional consulting services to the City upon the terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the exchange of which is both acknowledged and deemed sufficient by the parties as binding, and *subject always* to availability of funding as determined by the City’s annual appropriations process specified in § 6.01 of the *Charter of the City of Bartow*, the City agrees to retain Vendor and Vendor agrees to perform professional consulting services for the City on a Task Order basis, and as described in the *RFQ*, upon the following terms and conditions:

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ARTICLE I INITIAL PROVISIONS

1.1 Incorporation of Recitals

The foregoing recitals are found factually true by the parties and are incorporated in this *Master Agreement* as if set forth herein in full.

1.2 Agreement Not Exclusive

Vendor acknowledges that this *Master Agreement* does not constitute an exclusive agreement with the City for the performance of professional consulting services and that the City has or may enter into multiple contracts with multiple vendors covering the same or similar continuing contract services or specific project-related services, depending on the circumstance, in compliance with the CCNA and applicable Florida law.

1.3 Time of the Essence in Completion of Work

- (a) Vendor understands and acknowledges that **time is of the essence in completion** of all professional consulting services work assigned under this *Master Agreement* and the City may incur damages if such work is not completed on time. The Vendor shall at all times carry out its duties and responsibilities as expeditiously as possible, consistent with the level of professional skill and care required hereunder and in accordance with any design schedule agreed upon by the Vendor and the City, subject to such delays that are not the fault of the Vendor or anyone working on behalf of Vendor. Vendor represents that it is thoroughly familiar with and understands the requirements of the scope or work in this *Master Agreement* and is experienced in its practice areas within such practice areas or as related to the specific project identified herein, whichever may apply.
- (b) Vendor shall achieve final completion of each Task Order issued pursuant to this *Master Agreement* and each assigned task therein within an agreed time period determined and agreed upon by both parties from the date appearing in the **Notice To Proceed** form for the envisioned project. Vendor agrees to begin each assigned task in conformity with the provisions set forth and to prosecute it with all due diligence so as to complete the entire envisioned work and project by the time limits set forth in the agreed time period. With respect to Task Orders that have deadlines, time will be of the essence unless stated otherwise in the individual Task Order.
- (c) Unless otherwise specified in this Master Agreement or in a Task Order issued pursuant to this Master Agreement, when a period of time is specified, provided, or agreed upon and the period is stated in a number of days, the period shall mean calendar days, and the period shall be calculated by: (1) excluding the day of the event that triggers the period, (2) counting every day, including intermediate

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Saturdays, Sundays and holidays observed by the City where City Hall is closed for business, and (3) including the last day of the period, but if the last day is a Saturday, Sunday, or holiday observed by the City where City Hall is closed for business, the period continues to run until the end of the next day that is not a Saturday, Sunday, or holiday observed by the City where City Hall is closed for business.

1.4 Vendor's Key Professionals

Vendor shall use the key professionals designated in Exhibit 'B' attached hereto and incorporated herein to manage all work assigned to it by City under this *Master Agreement*. Vendor shall not remove or replace anyone on its key professionals list during the term of this *Master Agreement*, except upon approval by the City in writing based upon good cause shown. Further, if anyone on the Vendor's key professionals list discontinues service for any reason whatsoever, Vendor shall promptly replace such person with an individual approved by the City, in writing, which approval will not be unreasonably withheld.

1.5 Vendor Preparation

(This Section is intentionally left blank as this Vendor does not perform any inspection of facilities.)

1.6 Coordination

(This Section is intentionally left blank as this Vendor does not perform any coordination.)

1.7 Cooperation

Vendor shall endeavor to develop implement and maintain, in consultation with the City and any other party involved in the subject of the Vendor's professional consulting services, a spirit of cooperation, collegiality, and open communication so that the goals and objectives of each are clearly understood, potential problems are resolved promptly and, upon completion, the City's need for professional services is deemed a success.

1.8 Correction of Errors and Omissions

Vendor shall, at no additional cost to the City, immediately make additions, changes and corrections to any documents prepared by Vendor necessitated by errors and omissions in the Vendor's performance of its professional consulting services.

1.9 Professional Standards

- (a) Vendor shall perform its services in accordance with the generally accepted standards and practices customarily utilized by competent consulting services firms furnishing the similar types of services specified herein in this *Master Agreement*, or specified in a Task Order issued pursuant to this *Master Agreement*, in effect at

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the time that Vendor’s services are rendered.

1.10 Schedule of Work

This is a continuing contract for professional consulting services and it is envisioned by the parties that the City may assign tasks containing multiple units and sections as well as assign multiple Task Orders to Vendor to be performed at any given time during the term hereof. City, in its sole discretion, has the sole right to determine which task, unit, or section of work that Vendor shall execute and in what order. Authorization by the City, either in a Task Order or in a separate writing, shall cover in detail the scope and intent of the proposed services. The City’s ability to coordinate tasks, units and sections of Work shall be in the general nature of that of a client obtaining professional services and Vendor shall at all times be responsible for, and in control of, the means and methods of Vendor’s work.

1.11 No Equitable Increases in Costs or Price; No Damages For Delay By City

- (a) Vendor shall not be entitled to an equitable increase in the contract price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Vendor agrees that extensions of the contract time, as may be agreed upon by the City, are the sole and exclusive remedy for events of delay.
- (b) If Vendor submits a schedule or expresses an intention to complete tasks or work required by any required milestone or completion date, the City shall not be liable to Vendor for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the City or its elected officials, officers, agents, or employees, should Vendor be unable to complete the work before such milestone or completion date as is described within the schedule.

**ARTICLE II
BASIC SERVICES**

2.1 Basic Professional Consulting services

Vendor shall provide the City with professional consulting services:

- (a) in the various areas of Vendor’s practice listed in the *Master Agreement Scope of Work* on a CCNA “continuing contract” basis, if designated therein; or
- (b) related to specifically identified projects listed in the *Master Agreement Scope of*

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Work, if such projects are designated therein; or

- (c) both of the above, if designated in the *Master Agreement Scope of Work*.

2.2 Consultation Before Issuance of Task Order

Prior to the issuance of a Task Order, if the Vendor's *Master Agreement Scope of Work* may fulfill a City need for specific professional consulting services, the City may, at its option, consult with Vendor on the proposed scope of the task or series of tasks desired. At the City's request, Vendor shall generate, at no cost to the City, a detailed scoped document that, in addition to a full description of the task or series of tasks to be performed, shall include:

- (a) a proposed cost for the Vendor's services and the manner or method for calculating the same;
- (b) a proposed schedule to accomplish the task or series of tasks
- (c) a list of proposed deliverables to be generated by the Vendor and given to the City; and

After review of the scoped document and the fee comparison analysis, the City may, in its sole discretion, engage Vendor and issue a Task Order for performance of part or all of the proposed scope or determine not to proceed with Vendor, the proposed scope or both. The City may also, in its sole discretion, negotiate with Vendor as to the proposed cost for performance of the Vendor's services. The exercise of the City's consultation rights in this paragraph shall not constitute a Task Order or form the basis for any expectation of future work assignments.

2.3 Task Order

When the City determines it has a need for the Vendor's professional consulting services under this *Master Agreement*, the City shall issue the Vendor a mutually agreeable written authorization to proceed ("Task Order") that provides a full description of the task or series of tasks to be performed.

2.4 Design Services

(This Section is intentionally left blank, as this Vendor does not perform any Design Services.)

2.5 Bidding Services

When instructed by Task Order to perform professional consulting services in the area of bidding services, unless specifically and unequivocally instructed differently in the Task Order, the Vendor shall:

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- (a) Assist the City in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services and, when authorized in the applicable Task Order, attend pre-bid conferences;
- (b) Prepare any addenda with accompanying drawings or other material as required by the City and furnish a copy for each set of Contract Documents procured by prospective bidders at no more than the actual cost of reproduction;
- (c) Consult with and advise the City as to (1) the selection of a qualified list of general or specialty contractors for the project or work described in the Task Order and (2) the acceptability of the prime contractor(s) for the project or work as well as subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the project or work where determination of such acceptability is required by the bidding documents;

2.6 Construction Phase Services

(This Section is intentionally left blank as this Vendor does not perform any Construction Phase Services.)

ARTICLE III VENDOR COMPENSATION

3.1 Compensation, Generally

For the services described in each Task Order, the City agrees to pay, and the Vendor agrees to accept compensation in accordance with the compensation method and compensation terms provided for by the Task Order. For each proposed Task Order, a mutually acceptable fee shall be negotiated for completion of the services described in the Task Order after the scope of services has been defined, but before the Task Order is issued. In the event that a service is assigned to Vendor by the City and a specific fee is not established in the Task Order, Vendor shall bill the City for professional consulting services performed using the Vendor's hourly rate fee schedule for professional services and master fee schedule for field and lab services attached to this *Master Agreement* as Exhibit C. Notwithstanding anything herein, the City shall only be obligated to pay for those services that the Vendor can demonstrate are reasonable, provable, and within the scope of services of a properly executed Task Order.

3.2 Reimbursable Expenses

City agrees to reimburse Vendor for certain direct out-of-pocket expenses as listed below; these direct charges shall be submitted to the City on a timely basis at actual cost, verified by appropriate bills, invoices and other documents. Each claimed reimbursable expense shall not exceed One Thousand Dollars (\$1,000.00) except when authorized in a Task Order or in an advance writing by the City. Other than the following charges, Vendor shall not be entitled to claim, nor shall Vendor receive, reimbursement for any of its expenses or out-of-pocket charges

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incurred while performing services for the City pursuant to this *Master Agreement* and any Task Order issued pursuant thereto:

(a) *Travel and Subsistence*

Vendor shall be reimbursed for travel and subsistence in accordance with § 112.061, Florida Statutes (2023) for any Class A travel or Class B travel required by the terms of this *Master Agreement* or by Task Order. All travel and subsistence claims shall be determined based on travel time and distance from Vendor’s closest local office to Bartow, Polk County, Florida. Notwithstanding anything in this *Master Agreement* to the contrary, Vendor shall not claim, and Vendor shall not be entitled to receive, any reimbursement for travel and subsistence claims for Class C travel, travel between any two of Vendor’s offices, travel between any of Vendor’s offices and any of Vendor’s subcontractor’s offices, or travel between any of Vendor’s offices and Bartow, Polk County, Florida.

(b) *Printing and Reproduction*

The actual cost of reproduction of reports, plans and specifications except as otherwise provided for in or required by this *Master Agreement*.

(c) *Services of Others*

The actual cost of services for others when authorized by the City.

3.3 No Equitable Increases in Compensation

Notwithstanding anything appearing in this *Master Agreement*, in any Task Order issued pursuant to this *Master Agreement*, or in any form of agreement or contract executed between the City and a construction contractor, Vendor’s compensation by the City shall not be equitably increased under any circumstance.

3.4 Amendments to Hourly Rate Schedule

During the term of this *Master Agreement*, Vendor’s hourly rate schedule, attached to this *Master Agreement* as Exhibit C, may only be amended by mutual agreement of the Vendor and the City in writing.

**ARTICLE IV
PAYMENTS TO VENDOR**

4.1 Payments, Generally

City shall pay Vendor for services rendered in accordance with the terms and conditions of the *Local Government Prompt Payment Act*, Part VII, Chapter 218, Florida Statutes (the “Act”).

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As used in the Act, the term “interest” shall mean one percent (1%).

4.2 Withheld Payments

When the City has reasonable ground for belief, or information to believe, that (a) Vendor will be unable to perform the assigned services under any Task Order within the related time frame or (b) a meritorious claim exists against Vendor or the City arising out of Vendor’s negligence or Vendor’s breach of any provision of this *Master Agreement* or any Task Order, City may withhold a payment otherwise due and payable to Vendor. Any payment so withheld may be retained by the City for such period as it deems advisable to protect the City against any loss or deprivation that the City may incur. This provision is intended solely for the benefit of the City and no person shall have any right against the City, or its agents, employees or officials, by reason of the City’s withholding of Payments. Interest no greater than one percent (1%) simple interest, per month shall only be payable by the City on amounts withheld under this provision if the City has acted without justification. This provision shall not be construed to limit or in any way prejudice any other right that may accrue to the City.

4.3 Payment at Termination

Upon the termination of this *Master Agreement*, Vendor shall prepare a final and complete statement for all services and reimbursable expenses incurred since the posting of the last statement to and through the date of termination.

4.4 Final Payment

The acceptance by Vendor, its successors, or assigns, of any final payment due upon termination of this *Master Agreement* or termination of any Task Order, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that Vendor, its successors, or assigns have or may have against the City under the provisions of this *Master Agreement* or Task Order, unless otherwise previously and properly filed pursuant to the provisions of this *Master Agreement* in a court of competent jurisdiction. This subsection does not affect any other portion of this *Master Agreement* that extends obligations of the parties beyond final payment.

4.5 Sales Tax

Under Florida law, City is exempt from sales taxes imposed upon professional services when City purchases such services directly. Vendor agrees to pay actual taxes imposed or assessed as a result of the provision of any services provided under this *Master Agreement* or any Task Order issued hereunder. City and Vendor agree that this subsection may be modified by a duly executed amendment in the event of future changes to Florida law that affect the parties, terms, or conditions of this *Master Agreement*.

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4.6 Payment Disputes

In accordance with the Act, § 218.76(2), Florida Statutes, any dispute arising with respect to payment by the City pursuant to this *Master Agreement*, or any Task Order issued hereunder, shall not constitute a material breach of this *Master Agreement* but shall, instead, be subject to the dispute resolution procedure provided for by local law. In the absence of such procedure, a dispute shall be subject to mediation before any party may terminate this *Master Agreement* for cause, or institute litigation.

ARTICLE V TERM OF AGREEMENT, SUSPENSION OF WORK AND TERMINATION

5.1 Term of Agreement

This *Master Agreement* shall be effective on the day it is executed by both parties (“Effective Date”). The initial term of this *Master Agreement* shall begin on its Effective Date and end on September 30 of the third full municipal fiscal year thereafter. Upon expiration of the initial term, or of any renewal term, this *Master Agreement* may be renewed for a new term of three (3) fiscal years by mutual agreement of the parties.

5.2 Suspension of Work

Work being performed under this *Master Agreement* may be suspended as follows:

(a) *By City*

By written notice to Vendor, City may suspend all or a portion of Vendor’s work under this *Master Agreement*, including any Task Order issued hereunder, if unforeseen circumstances beyond the City’s control make normal progress impracticable. If the suspension is greater than sixty (60) days, Vendor shall have the right to terminate this *Master Agreement* in accordance with Paragraph 5.3(c) below. The City’s suspension of work hereunder shall be without prejudice to any other remedy of the City at law or equity.

(b) *By Vendor*

By written notice to the City, Vendor may suspend work under this *Master Agreement*, including any Task Order hereunder, if it reasonably determines that working conditions at a work site that are outside of its control are unsafe or in violation of applicable laws. If the suspension is greater than sixty (60) days, the City shall have the right to terminate this *Master Agreement* in accordance with Paragraph 5.3(c) below. The Vendor’s suspension of work hereunder shall be without prejudice to any other remedy it may have at law or equity.

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5.3 Termination of Agreement

(a) *By City*

This *Master Agreement* may be terminated by the City as follows:

- (1) for its convenience on thirty (30) days' written notice to Vendor; or
- (2) for cause, if Vendor or any entity utilized by Vendor to provide services under this *Master Agreement* materially breaches this *Master Agreement* through no fault of the City and Vendor neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after City has given written notice of the alleged breach to Vendor.

(b) *By Vendor*

This *Master Agreement* may be terminated by Vendor as follows:

- (1) for its convenience on ninety (90) days' written notice to City; or
- (2) for cause, if the City materially breaches this *Master Agreement* through no fault of Vendor and the City neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after Vendor has given written notice of the alleged breach to the City.

(c) *Termination After Suspension*

If work under this *Master Agreement* has been suspended under the provisions of Paragraph 5.2 for more than sixty (60) days in the aggregate, the party with a right of termination may, for its convenience and upon five (5) days' notice to the other party, terminate this *Master Agreement*.

ARTICLE VI DOCUMENTS AND INSTRUMENTS OF SERVICE

6.1 Documents; Ownership and Reuse

All documents, including without limitation, drawings, test results, recommendations, technical specifications, and reports, whether in hard copy or electronic form, which are prepared by Vendor solely as a result of or for the purposes of this *Master Agreement*, shall become the property of the City when Vendor has been fully compensated for its services under each Task Order. The City's alteration of Vendor's work product or its use for any other purpose shall be at the City's own risk and the City shall hold harmless and indemnify, in an amount not to exceed the monetary limits of Florida's waiver of sovereign immunity announced in § 768.28(5), Florida Statutes (2023) in total regardless of the theory or cause of action, against all losses, damages,

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costs and expenses, including attorneys' fees, that may arise out of or relate directly to any such alteration or unauthorized use. Nothing contained herein or in any task order shall be deemed a transfer, assignment or divestiture by Vendor of its trade secrets, know-how or intellectual property.

6.2 Electronic Documents

As an accommodation to the City, Vendor shall make copies of its work product documents available in standardized electronic computer-readable media. These documents will duplicate the original documents provided as work product pursuant to Task Orders. During the performance of work under this *Master Agreement* Vendor will maintain an official copy of each of its work product documents in electronic form, which shall serve as the official archived electronic record. Upon receipt of final payment, Vendor shall transfer to the City all of its official archived electronic records. Vendor may keep and use a copy of the City's official archived electronic records for its own purposes.

In Process

ARTICLE VII INDEMNIFICATION

7.1 Vendor's Indemnification

To the fullest extent permitted by law, and in consideration of the amount stated on any Task Order, Vendor shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this *Master Agreement* and in each Task Order issued hereunder.

Without limiting the generality of the foregoing, the City and the Vendor agree that, as used in this indemnification:

- (a) the phrase "liabilities, damages, losses, and costs" shall include by way of explanation and not of limitation: (1) charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during any operations under this *Master Agreement*, any Task Order issued hereunder, and any project, task or work performed hereunder;
- (b) the phrase "reasonable attorneys' fees" shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services

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of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and

- (c) the phrase “negligence, recklessness, or intentionally wrongful conduct” shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Vendor, any person or organization directly employed by Vendor, and anyone for whose acts any of them may be liable, during the performance of any services as may be described or provided in this *Master Agreement*, any Task Order issued hereunder, or in any project, task or work performed hereunder.

In any and all claims against the City, or any of its officers and employees, by any person employed or utilized by the Vendor in the performance of this *Master Agreement* or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Vendor or any other person or organization.

The City and the Vendor agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

7.2 Guarantee Against Infringement

The Vendor guarantees that all services provided under this *Master Agreement* shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this *Master Agreement*, Vendor shall indemnify, hold harmless, and defend the City, its elected officials, officers, directors, employees, agents, assigns, and servants from and against liability and liabilities, including expenses, costs, and legal fees (including but not limited to attorneys’ fees at pre-suit, trial, appellate, and bankruptcy proceedings or otherwise), for actual or alleged infringement of any patent, copyright, and trademark by Vendor resulting from the use of any goods, services, or other item provided to the City under this *Master Agreement*, and of which Vendor is not the patentee, assignee, licensee, or lawfully entitled to sell same. In addition, the Vendor shall indemnify, hold harmless, and defend the City, its elected officials, officers, directors, employees, agents, assigns, and servants, from any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system. Notwithstanding the foregoing, Vendor may elect to provide non-infringing services at its expense.

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The foregoing shall not apply to information provided by the City, nor shall it apply in the event the City uses any goods, services or items provided under this *Master Agreement* for any purpose other than that for which the Vendor created it.

7.3 Payment of Claims

In the event of any liabilities, damages, losses, costs, expenditures, fines or fees which fall within the indemnities set forth above in paragraphs 7.1 and 7.2 of this *Master Agreement*, payment of any amount due pursuant thereto shall, after receipt of written notice by Vendor from the City that such amount is due, be made by Vendor prior to the City being required to pay same, Vendor shall promptly reimburse the City for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the day of the City's payment. To the extent considered necessary by the City, any sums due to Vendor under this *Master Agreement* and any Task Order issued hereunder may be retained by City until all of the City's claims for indemnification pursuant to this *Master Agreement* have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City.

7.4 Consideration for Indemnifications

(a) Vendor acknowledges that the consideration provided to it by the City, in the form of the amount stated on a Task Order, or payable pursuant to a Task Order, or payable under this *Master Agreement*, is sufficient for all contractual indemnifications given by it to the City in this Article VII.

(b) To the extent a monetary limitation on indemnification in connection with a project or work on real property owned by the City is required to be stated by the parties in this *Master Agreement* or in a relevant Task Order under Florida laws and statutes, and in particular Sections 725.06 and 725.08, Florida Statutes, and only in the event of such circumstances and to such extent, the parties agree that the applicable monetary limitation shall bear a reasonable commercial relationship to the project or work and be:

- (1) for services provided that are for a City project or work valued at less than \$1 million at the time of service, not less than the statutory amount of \$1 million per occurrence; and
- (2) for services provided that are for a City project or work valued at greater than \$1 million at the time of service, not less than the value of the project or work per occurrence.

ARTICLE VIII INSURANCE

8.1 Insurance, Generally

Vendor shall purchase, maintain, and keep in full force, effect, and good standing, policies

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of insurance with general lines insurance carriers licensed to do business in the State of Florida rated B+ or better by A.M. Best, and any other insurance necessary, to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, its operations, performance, or services, or all of these things, or any of these things in combination, whether such operations, performance or services are by Vendor, any of its officers, employees, agents or subcontractors, or anyone for whose act or acts it may be liable:

- (a) Claims under Workers Compensation, disability benefit, or other (similar) employee benefit acts; and
- (d) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees; and
- (e) Claims for damages for personal injury; and
- (f) Claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

8.2 Limits of Liability and Specific Requirements

The insurance required by this *Master Agreement* shall be written for not less than the limits of liability specified below, or required by law, ***whichever is greater***, and shall include contractual liability insurance as applicable to Vendor's obligation under Paragraph 8.1, above.

(a) *Worker's Compensation*

Coverage is to apply for all employees for statutory limits in compliance with applicable state and federal laws. The policy must include Employers' Liability with a limit of not less than \$500,000 each accident, not less than \$500,000 each employee, and not less than \$500,000 policy limit for disease.

(b) *Commercial General Liability*

Vendor shall maintain commercial general liability ("CGL") insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the location or project in the amount of not less than \$1,000,000. Products and completed operations aggregate shall be in the amount of not less than \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at not less than \$100,000.

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(c) *Commercial Automobile Liability Insurance*

Vendor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (included owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Errors and Omissions*

Vendor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of not less than \$1,000,000, with a \$500,000 self-insured retention or, Vendor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage) and will thereafter recover the self-insured retention from the insured. The errors and omissions policy shall be in effect and shall insure Vendor's performance on City projects in accordance with the terms thereof. The coverage must respond to all claims reported within four (4) years following the period in which coverage is required.

8.3 Insurance Administration

Vendor shall file insurance certificates with the City, evidencing all insurance coverages referred to in this Article, at least ten (10) calendar days after the Effective Date of this *Master Agreement*. The certificates shall be fully acceptable to the City in both form and content, and shall provide and specify that the related insurance coverage shall not be canceled or changed without at least thirty (30) calendar days prior written notice having been given to the City. Vendor further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this *Master Agreement*, unless Vendor gives written notice to the City within seven (7) calendar days of Vendor having been given notice by the insurer of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change and types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. Vendor shall have thirty (30) calendar days following any such modification to file a revised insurance certificate with the City demonstrating that the particular coverage has either been reinstated, or has been provided through one or more other insurers that are acceptable to the City. Failure of Vendor to obtain the City's approval, or to satisfy the City with respect to the form and content of Vendor insurance certificates, shall be grounds for termination of the *Master Agreement* as specified in Paragraph 5.3(a)(2). It is also understood and agreed that it is Vendor's sole burden and responsibility to coordinate activities between itself, the City, and its insurers so that certificates are acceptable to and accepted by the City within the time limits described herein.

8.4 City to be Additional Insured; Vendor to be Primary Insured

The City shall be listed as an additional insured on all insurance coverage required by this *Master Agreement*, except worker's compensation and professional liability/errors and omissions

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insurance. Furthermore, all other insurance policies pertaining to the services to be performed under this *Master Agreement* and any Task Order issued hereunder shall memorialize that the insurance provided by Vendor, Vendor's subcontractors, or all of these entities ("primary insureds") shall apply on a primary basis, and that any other insurance maintained by the City shall be in excess of and shall not contribute to or be commingled with the primary insureds' insurance.

8.5 Insurance to be Without Recourse

Vendor shall ensure that any company issuing insurance to cover the requirements contained in this *Master Agreement* agrees that they shall have no recourse against the City for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against the City with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of this *Master Agreement*, and the City, at its sole discretion, may cancel the *Master Agreement* and all rights, title and interest of the Vendor shall thereupon cease and terminate.

8.6 City's Right to Require Additional Insurance

(This Section is intentionally left blank by mutual agreement of the Parties.)

8.7 Insurance Required Before Commencement of Activity

Vendor shall not commence performance of duties under this *Master Agreement* or any Task Order issued hereunder until it has obtained all insurance coverages required under this Article and all certificates of insurance have been approved by the City. Further, Vendor shall not allow any of its subcontractors to commence performance of duties under any contract or agreement with the City until all similar such insurance coverages and certificates of insurance required have been obtained and approved.

8.8 City's Right of Inspection

Vendor shall, upon thirty (30) days written request from the City, deliver copies to the City of any or all insurance policies that are required in this *Master Agreement*; **provided however** that Vendor shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the City, other than appropriate and relevant coverage information, policy limits, policy deductibles, insurance exclusions and information related thereto.

ARTICLE IX MUNICIPAL PROVISIONS

9.1 Sovereign Immunity

City is a sovereign Florida municipal government. Nothing contained in this *Master*

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Agreement, nor any City indemnification made herein if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, the parties agree that the total liability of the City to Vendor shall not exceed the agreed-upon price established in each Task Order issued hereunder. For all other matters, the parties agree that the total liability of the City to Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5), Florida Statutes (2023), regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

9.2 Audit Rights

The City reserves the right to audit the records of Vendor related to compensation issues associated with an authorized Task Order at any time during the execution of the Task Order and for a period of one (1) year after final payment is made. Failure of Vendor to maintain sufficient auditable records will authorize the City to determine, at its sole and conclusive discretion, the time and cost expended from information maintained by Vendor relevant to the Task Orders, work and projects performed pursuant to this *Master Agreement*.

9.3 Public Records

Pursuant to Florida law, § 119.0701, Florida Statutes, Vendor must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible with the City's information technology systems.

Notice Required by F.S. § 119.0701:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

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CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-534-0100, JPOOLE.CLERKS@CITYOFBARTOW.NET, 450 N. WILSON AVE., BARTOW, FL 33830.

**ARTICLE X
GENERAL PROVISIONS**

10.1 No Assignment

This *Master Agreement* is binding on the heirs, successors, and assigns of the parties hereto. This *Master Agreement* may not be assigned by Vendor or the City without prior, written consent of the other. Vendor shall not sublet, assign, or transfer any work under this *Master Agreement* without prior written consent of the City.

10.2 No Benefit for Third Parties

The services to be performed by Vendor under this *Master Agreement* are intended solely for the benefit of the City, and no benefit is conferred on, nor is any contractual relationship established with any person or entity not a party to this *Master Agreement*.

10.3 Compliance with Applicable Laws; New Regulations; Ethical Warranty

- (a) Vendor agrees to comply with all applicable federal, state, and local laws or ordinances applicable to all of the provisions of this *Master Agreement* and all Task Orders issued hereunder.
- (b) Vendor agrees that at such time as the applicable local, state, or federal agencies modify their grant procedures in order for the City or Vendor to qualify for local, state or federal funding for the services to be rendered by Vendor hereunder, then vendor shall consent to and make such modifications or amendments in a timely manner. If Vendor is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for services to be rendered herein, then the City shall have the right, by written notice to Vendor, to terminate this *Master Agreement* for convenience.
- (c) Vendor represents and warrants unto the City that no officer, employee, or agent of the City has any interest, either directly or indirectly, in the business of Vendor to be conducted hereunder. Vendor further represents and warrants unto the City that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this *Master Agreement*, or any Task Order issued hereunder and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than a bona fide employee

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working solely for Vendor, in consideration for or contingent upon, or resulting from the award or making of this *Master Agreement*. Further, Vendor also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this *Master Agreement*, to employ or retain the services of any person, company, individual or firm in connection with carrying out this *Master Agreement*. It is absolutely understood and agreed by Vendor that, for the breach or violation of this representation and warranty, the City shall have the right to terminate this *Master Agreement* without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any percentage, gift, loan, or anything of value paid by Vendor. Vendor shall also require, by contract, that all of its subcontractors shall comply with the provisions of this representation and warranty.

10.4 Severability and Substitution

If any part of this *Master Agreement*, or any Task Order issued hereunder, is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, and a similar, valid and enforceable provision of like effect and intent shall be inserted in its place as far as is practicable. If the unenforceable part of this *Master Agreement* or Task Order cannot be remedied by substitution, it shall be excised and the remainder of the *Master Agreement* or Task Order shall be in full force and effect as if adopted in its absence. To this extent, the parties declare this *Master Agreement* and all subordinate Task Orders to be severable.

10.5 Venue

- (a) This *Master Agreement* and all Task Orders issued hereunder are made and entered into in the City of Bartow, County of Polk, State of Florida. Each of the parties hereto hereby irrevocably agrees that venue for any suit, action or other legal proceeding against any of them arising with respect to this *Master Agreement* or Task Order issued hereunder shall lie exclusively in the state court system situated in Polk County, State of Florida, consisting currently at the time of execution of this *Master Agreement* of the County Court in and for Polk County, Florida and the Circuit Court for the Tenth Judicial Circuit in and for Polk County, Florida.
- (b) Each of the parties hereto hereby irrevocably agrees that venue for any suit, action or other legal proceeding against any of them arising with respect to this *Master Agreement* or Task Order issued hereunder shall not lie in any federal court, regardless of diversity of citizenship, amount in controversy or basis of question.
- (c) Each of the parties hereto hereby irrevocably agrees to waive any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in Paragraph 10.5(a) or to service of any writ, summons or other legal process in accordance with applicable law.

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10.6 Attorneys' Fees

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceedings, both trial and appellate.

10.7 Subordination of Task Orders

The provisions of this *Master Agreement* are superior to any provision set forth in a subsequent Task Order entered into pursuant to the terms of this *Master Agreement*. In the event of any discrepancy between the language of this *Master Agreement* and any subsequent Task Order, the provisions of such Task Order are subject to and subordinate to the provisions of this *Master Agreement* and the language of this *Master Agreement* shall prevail.

10.8 Governing Law; Merger; Amendments

- (a) The validity, interpretation, construction and effect of this *Master Agreement* shall be in accordance with and governed by the laws of the State of Florida only.
- (b) This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- (c) No alteration, change, or modification of the terms of this *Master Agreement* shall be valid unless made in writing and signed by both parties hereto.

10.9 Headings

The headings or titles of the paragraphs of this *Master Agreement* are for purposes of convenience only and shall not be utilized for purposes of interpretation of any of the provisions of this *Master Agreement*.

10.10 Remedies

All remedies provided in this *Master Agreement* shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available to either party, at law or in equity. No delay or omission to exercise any City right or City power accruing upon any event of default shall impair any City right or City power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every City right and City power may be exercised from time to time as often as may be deemed expedient.

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10.11 Public Entity Crimes

Any person or affiliate, as defined in § 287.133, Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work on this *Master Agreement*, if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this *Master Agreement* was advertised for proposals, or if such person or affiliate was listed on the State of Florida's convicted vendor list within three (3) years of the date this *Master Agreement* was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency, federal, state or local, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the City obtained in violation of this Paragraph shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this Paragraph shall be removed from all work and promptly replaced by a subcontractor acceptable to the City.

10.12 Licenses

Vendor shall, during the life of this *Master Agreement*, procure and keep in full force, effect and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state and federal law in order for Vendor to render professional consulting services to the City. Vendor shall require all of its subcontractors to comply by contract with the provisions of this Paragraph.

10.13 Mutual Waiver of Claim

Vendor and the City hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this *Master Agreement* or any part thereof, or by any judgment or award in any suit or proceeding declaring this *Master Agreement* null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

10.14 Notices

All notices, demands, requests, consents, approvals, and other communications (collectively, "Notices"), required or permitted to be given hereunder shall be in writing and sent by electronic mail and by either: (a) registered or certified mail, postage prepaid, return receipt requested; or, (b) special delivery service (e.g., Federal Express, DHL, UPS); addressed to the party to be so notified as follows:

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City:

Mike Herr
City Manager
City of Bartow, Fla.
450 N. Wilson Ave.
Bartow, Florida 33830
Email: mherr@cityofbartow.net

With a copy to:

Sean R. Parker, Esq.
City Attorney, City of Bartow, Fla.
Boswell & Dunlap LLP
245 South Central Avenue
Bartow, Florida 33830
Email: srp@bosdun.com

Vendor:

At the address specified on Page 1 hereof

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person or delivered to the previously-designated address shall be effective.

10.15 Authorization

The persons executing this *Master Agreement* on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this *Agreement*, and that such persons have been duly authorized to execute this *Master Agreement* on their behalf.

10.16 Scrutinized Companies

Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. Vendor certifies that it does not and did not at any time since the submission of a response to the initial solicitation resulting in this *Master Agreement* participate in a boycott of Israel; that it is not on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not engage in business operations in Cuba or Syria. Vendor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the City may terminate this *Master Agreement* and any Task Order(s) issued hereunder, at the City's option if the Vendor is found to

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have submitted a false certification.

10.17 E-Verify

Vendor is obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes and to register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor and any subcontractor hired by the Vendor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this *Master Agreement* and any Task Order(s) issued hereunder. If a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court of competent jurisdiction no later than 20 calendar days after the date of termination. If this *Master Agreement* is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination.

10.18 No Consideration of Social, Political, or Ideological Interests

Vendor acknowledges receipt of notice from the City of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Vendor affirms and agrees that the City did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award process for this *Master Agreement*.

10.19 Contracting with Foreign Entities

Vendor certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Vendor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Vendor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Vendor organized under the laws of a Foreign Country of Concern, nor does the Vendor have its principal place of business located in a Foreign Country of Concern. If the Vendor is permitted access to the personal identifying information of any individual as part of its work under this *Master Agreement* or any Task Order issued hereunder, Vendor agrees to notify the City in advance of any contemplated transaction that would cause Vendor to be disqualified from such access under Section 287.138 of the Florida Statutes. Vendor agrees to furnish the City with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

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IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor


Raftelis Financial Consultants, Inc.

Executed this 29th day of April, 2024

By: 
Name:
Title:

City of Bartow, Florida:

Executed this 30th day of April, 2024

By: 
Name: Mike Herr
Title: City Manager

In Process

EXHIBIT 'A'
MASTER AGREEMENT SCOPE OF WORK

This is a continuing contract pursuant to F.S. § 287.055 for the performance of consulting services. Pursuant to the terms of the RFQ, a copy of the Vendor's qualifications statement considered by the City is attached hereto and incorporated herein in this Exhibit 'A' as part of the description of retained services under this continuing contract. Services under this continuing contract shall principally be in the following disciplines:

Utility and Local Government Consulting Services

Note: Amendments to this Scope of Work Exhibit may only be made in accordance with Section 287.055, Florida Statutes, and the terms and conditions of RFQ No. CM2023-24-01.

In Process

*** END OF SCOPE OF WORK EXHIBIT ***

EXHIBIT 'B'
KEY PROFESSIONALS

For purposes of this agreement, key professionals are identified on the Vendor's qualifications statement considered by the City for *RFQ No. CM2023-24-01*, a copy of which is incorporated herein by reference. Those professionals include:

Henry Thomas, Project Director
Joe Williams, Project Manager/Utility Rates and Finance
Mike Burton, Project Manager/General Government
Shawn Ocasio, Staff Consultant – Stormwater
Mark Tuma, Staff Consultant – Water/Wastewater
Trevor McCarthy, CGFM, Staff Consultant – Solid Waste
Dianne Holloway, Staff Consultant
Tristen Townsend, Staff Consultant

In Process

*** END OF KEY PROFESSIONALS EXHIBIT ***

EXHIBIT 'C'
VENDOR'S HOURLY RATE SCHEDULE

For purposes of this agreement, the Vendor's Standard Hourly Billing Rates schedule is attached and incorporated herein by reference.

*** END OF VENDOR'S HOURLY RATE EXHIBIT ***

In Process

EXHIBIT C

Raftelis' 2024 Standard Hourly Billing Rates

<u>Position</u>	<u>Hourly Billing Rate*</u>
Chair/Chair Emeritus	\$500
Chief Executive Officer/President	\$450
Executive Vice President	\$400
Vice President	\$360
Senior Manager	\$320
Recruiter	\$295
Principal/Senior Advisor	\$295
Manager	\$285
Senior Consultant	\$250
Executive Coach	\$250
Consultant	\$220
Creative Director	\$220
Associate Consultant	\$185
Graphic Designer	\$160
Analyst	\$135
Administration	\$100

* These rates will be in effect for calendar year 2024 and will then increase annually by 3% unless specified otherwise by contract.

** 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%.

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of NC

County of Mecklenburg

Raffelis Financial Consultants, Inc.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 10/3/2024

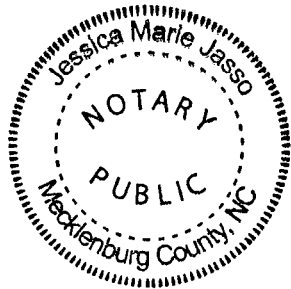
Signed: [Signature]

Entity: Raffelis Financial Consultants, Inc

Name: Catherine Carter
Title: Vice President

Sworn to (or affirmed) and subscribed before me this 3rd day of October, 2024, by Jessica Jasso.

Notary Signature



[Signature]
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known

OR Produced Identification _____

Type of Identification Produced _____

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.

2. Have it signed and notarized.

3. Then attach the notarized affidavit and the proof of registration where indicated.

In Process

ATTACH NOTARIZED AFFIDAVIT HERE

ATTACH PROOF OF REGISTRATION HERE



Company ID Number: 266589

Approved by:

Employer Rafelis Financial Consultants, Inc.	
Name (Please Type or Print) Diane Adams	Title
Signature Electronically Signed	Date 10/21/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/21/2009



Company ID Number: 266589

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Raffelis Financial Consultants, Inc.
Company Facility Address	227 West Trade Street Suite 1400 Charlotte, NC 28202
Company Alternate Address	
County or Parish	MECKLENBURG
Employer Identification Number	201054069
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	14 site(s)

In Process



Company ID Number: 266589

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CA	3
CO	1
FL	1
MA	1
MO	1
NC	3
NY	1
OH	1
TX	1
WA	1

In Process



Company ID Number: 266589

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Diane Adams
Phone Number	7049108961
Fax	
Email	dadams@raftelis.com

In Process

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Raffelis Financial Consultants, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Raffelis Financial Consultants, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

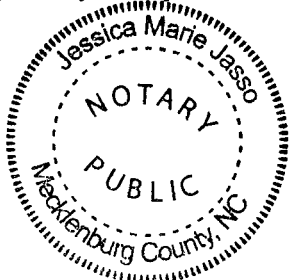
Catherine Carter
Print Name: Catherine Carter
Title: Vice President
Date: 10/3/2024

STATE OF ~~FLORIDA~~ North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of October, 2024 by Catherine Carter [name of officer or agent, title of officer or agent] of Raffelis Financial Consultants Inc. [name of contractor company acknowledging], a NC [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

[Notary Seal]



Jessica Marie Jasso
Notary Public

Jessica Marie Jasso
Name typed, printed or stamped

My Commission Expires: 12-7-24

In Process

City of Palm Coast

Strategic Planning Services

September 24, 2024



September 24, 2024

Amanda Rees
Utility Director
City of Palm Coast Utility Department
2 Utility Drive
Palm Coast, FL 32137

Subject: Proposal for Strategic Planning Services

Dear Amanda:

We are excited to submit this proposal to assist the City of Palm Coast (City) with the development of a strategic plan for its Utility Department (Department). Our focus has always been to help utility and local government clients solve their financial, organizational, and technology challenges.

We understand that you seek to develop a new strategic plan that enhances an understanding of the Department's operations, complements existing City business and financial processes, and provides an ongoing opportunity for input and feedback from policymakers and advisors. Our project approach aligns with these goals.

We believe Raftelis offers you some distinct advantages for this work:

- Our proven methods of engagement and facilitation will lead to a sustainable plan that will provide the Department with a vision, mission, and measurable goals.
- We are passionate about utility and public sector strategic planning, which drives us to use innovation and creativity throughout the project. Our team includes specialists in utility strategic planning and utility operations and financing. We know the right questions to ask.
- Our deliverables are useful and engaging, and unique and creative graphics are used to keep documents concise with a focus on internal and external communication.

We have had significant success working with community members, elected officials, department leadership teams, and staff to identify priorities for an organization or a community and achieve consensus. We are confident our approach will provide the Department with the direction it seeks for the future of your community and customers.

We would be honored to serve the City of Palm Coast. Please contact our proposed Project Manager and Lead Facilitator, Catherine Carter, at 704.247.3220 or ccarter@raftelis.com. She is authorized to represent the firm.

Sincerely,



Julia Novak
Executive Vice President

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Making our world better

The Raftelis Charitable Gift Fund allocates profits, encourages employee contributions, and recognizes time to charitable organizations that support:

- Access to clean water and conservation
- Affordability
- Science, technology, and leadership

Raftelis is investing in improved telecommunication technologies to reduce the firm's number one source of carbon emissions—travel.



Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.

WORK PLAN

Work Plan

Raftelis' Approach to Strategic Planning

Raftelis recognizes that successful strategic planning programs must have sufficient organizational capability and capacity to support three distinct phases of work – strategy development, strategy execution, and strategy progress reporting. Without ensuring sufficient resources for organizational development in support of strategic planning, each of these distinct phases will be less successful and more challenging for the Department to implement.

Successfully developing a strategic plan and implementation approach relies on an organization consistently and deliberately creating spaces to answer three questions:

- What do we know to be true today?
- What do we hope will be true in the future?
- What must go well in order to make that future a reality?

The Strategy Development phase of the approach is designed to answer these questions by identifying the Department’s operating context and where opportunities for improvement exist through some combination of organizational and operational scanning processes; best practices and peer review; analysis of industry trends and the local situation; and stakeholder engagement.

The strategy execution phase of the approach shifts the underlying activity from planning to doing. While the strategy development phase identified the organization’s goals and provided direction for how to achieve them, the execution phase begins by digging into specifics. From a process standpoint, Raftelis’ recommended approach includes annual implementation activity planning, with the understanding that many projects will take longer than a year to implement or operationalize; creating an on-going inventory of prioritized, non-routine projects, programs, and initiatives that support progress against the strategic goals; and a process to identify and close gaps between current and desired strategic performance.

When done effectively, organizations make significant investments of often-scarce resources in strategy development and execution. The final stage – tracking, monitoring, and reporting – is how they demonstrate return on that investment. Tracking,



monitoring, and reporting typically focuses on two categories – progress/activities and performance. Progress can be tracked and monitored in a variety of ways and with a variety of tools – many organizations manage their strategic plans and activities through MS Excel spreadsheets. Where specialized technology can be especially useful, however, is in reporting. Part of the value of strategic planning is that it's a communication tool – strategic planning ultimately helps to share, internally and externally, what's important to an organization as a way of building alignment. Regularly reporting on progress helps to sustain the involvement and engagement of stakeholders who participate in strategy development and/or execution.

Phase I: Develop a Strategic Plan

Activity 1: Conduct Project Kick-off Workshop and Data Review

Before initiating the project, Raftelis will meet with the Department's strategic planning liaison to discuss requirements, communication, coordination, protocol, responsibilities, schedule, and deliverables. Raftelis will provide a data request for any additional information that may be necessary to contextualize this engagement.

Raftelis will prepare for and facilitate a half-day Project Kick-Off Workshop as an important first step for the strategic plan update. During this workshop, Raftelis will work with the Department's leadership team and other key stakeholders if desired (the Project Steering Team) to establish a project charter, inclusive of project goals, success factors, and an updated schedule. This will ensure a solid foundation of understanding between the Department and the Raftelis team.

The Kick-Off Workshop will include discussion of how the Department's external operating context has shifted in recent years, and what the organization is already working on to address those shifts. This conversation will lay a foundation for later discussions regarding the external risk position of the utility, as well as gaps and opportunities, through review of the following trends:

- Population shifts/service area changes
- Environmental/regulatory
- Financial considerations
- Workforce changes
- Technology
- Customer experience and expectations
- Political changes
- One Water considerations
- Increased utility risk profile and resiliency

DELIVERABLES:

- Draft and final work plan
- Data request
- Project Kick-Off Workshop agenda
- Kick-Off Workshop summary

Activity 2: Stakeholder Engagement

One of the most critical drivers of strategic plan success is stakeholder engagement. This planning effort includes input from a variety of stakeholder groups, including the Department's leadership team, the utility's advisory board, employees, and others, as strategic visioning happens best when the stakeholder group engaged is both broad and deep.

Ensuring the Department's employees take accountability for executing the plan not just with knowledge but with excellence, agreement, and genuine belief requires their engagement and input throughout the strategic plan development process. Raftelis not only understands this but has successfully worked with dozens of utilities to do just that. Our

employee engagement process enables diverse representation from all stakeholders. Our approach is a values-based decision-making process that ensures the end product doesn't just achieve the agency's vision; it is also fully rooted in the shared values of the employees who will ultimately carry out the work. To accomplish this, Raftelis employs a variety of techniques that are customized based on the need and the specific team we're engaging, as well as the type of input we're seeking. We work with our clients to develop an engagement plan that fits their culture and needs and yields the level and type of input necessary to create a plan that has employees' passion and ideas woven into it.

Our project team will use several of our existing engagement tools and develop customized engagement instruments specific to the Department's needs. The exact levels of engagement will be refined during the finalization of this scope of services, but Raftelis anticipates a range of engagement activities that will include both in-reach (e.g., interviews with the Department's leadership team and employee focus groups) and outreach (e.g., interviews with City Council members, other City agencies, and key external stakeholders). All input will be summarized in a Sense of Stakeholder deliverable.

The primary objective of stakeholder engagement activities is to gather information regarding the current situation, community needs, and strategic direction to develop the organization's vision and priorities as seen through the eyes of its stakeholders.

DELIVERABLES:

- Draft and final interview guides and survey instruments
- Sense of Stakeholder summary

Activity 3: Building a Foundation

Based on conversations with the Director and strategic planning project liaison, we will prepare a draft agenda for the strategic planning session to be reviewed by the Steering Committee. We will then facilitate the strategic planning retreat with the Steering Committee and key staff to articulate a desired future for the Department, develop an organizational mission statement, and commit to shared organizational values.

To ensure that the Department is focused on external trends that are likely to impact it in the future, we will prioritize key utility opportunities and conduct scenario analysis for the two external factors most likely to impact the Department's operations. The Sense of Stakeholders document will be tied to several activities to provide context for the vision and development of five-year SMART goals, while also helping to articulate the objectives and desired outcomes.

The session will include activities with the entire group as well as small group breakout sessions that will allow everyone to actively participate and engage in the process. During the session, the primary role of the facilitator is to ensure that the environment is respectful and conducive to open and constructive dialogue so that the established objectives are ultimately met. While the agenda provides the structure to accomplish the tasks, we also know how important it is to pay attention to the group and make sure that conversations that need to happen actually happen, so we are flexible and in tune with the group during the process.



DELIVERABLES:

- Workshop agenda and summary
- Strategic framework, including draft vision, mission, values, and goal areas

Activity 4: Initial Implementation Planning

Once the strategic framework is in place, the process shifts from planning to doing. Raftelis has assisted numerous organizations with developing implementation and operational models that work for their strategic plans and will work with the Department to recommend best practices in operationalizing its new strategic plan. Raftelis will also assist in formalizing an appropriate approach for on-going performance monitoring, measurement, and reporting, as well as continued operational alignment with the strategic plan and initiatives. Strategic plans are not static documents, and the implementation approach needs to remain flexible in an ever-changing operating environment.

Achievement of the strategic plan will rest upon the Department's successful implementation. While the high-level strategic framework will be drafted during the previous task, understanding existing and on-going work, as well as work that is already planned and resourced, will help to ensure that executing the plan is ultimately successful. To incorporate this information into the framework, we will facilitate a half-day session to identify appropriate strategies (projects, programs, and/or initiatives that support the achievement of the Department's goals) and key performance indicators in each goal area. Agreement on these activities and metrics will allow the organization, the advisory board, and the utility's customers to track progress.

After developing appropriate strategies and measures, Raftelis will meet virtually with the Steering Committee to review and finalize the full framework. Raftelis will provide customized implementation templates to assist the Department in aligning their activities with the goals and strategies included in the strategic plan.

DELIVERABLES:

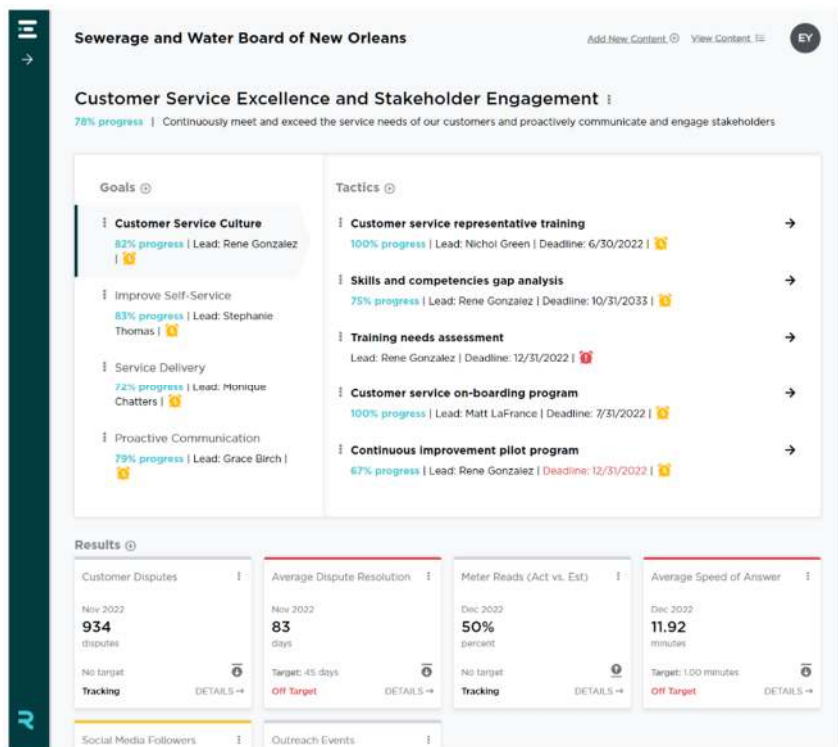
- Draft and final strategic framework

OPTIONAL ACTIVITY: Assist with Deployment of a Performance Dashboard

When done effectively, organizations make significant investments of often-scarce resources in strategy development and execution. The final stage – tracking, monitoring, and reporting – is how they demonstrate return on that investment. Tracking, monitoring, and reporting typically focuses on two categories – progress/activities and performance. Progress can be tracked and monitored in a variety of ways and with a variety of tools – many organizations manage their strategic plans and activities through MS Excel spreadsheets.

Where specialized technology can be especially useful, however, is in reporting. Part of the value of strategic planning is that it's a communication tool – strategic planning ultimately helps to share, internally and externally, what's important to an organization as a way of building alignment. Regularly reporting on progress helps to sustain the involvement and engagement of stakeholders who participate in strategy development and/or execution. Tailoring the reports to different audiences can also represent a significant step forward in communication – what information is the leadership team most interested in? Employees? The public?

Raftelis has developed a strategic planning implementation software. Ellio Performance is a subscription-based service that is billed annually. With that subscription, your entire team gains access to the organization’s Ellio account for seamless collaboration and on-the-go use. Ellio allows organizations to monitor progress towards specific strategic goals and objectives, such as improving customer satisfaction or tracking work order completion times. It also provides industry benchmark comparisons, so organizations can see how they stack up against their peers in certain areas. Additionally, Ellio Performance can be customized to track specific performance indicators unique to each organization. This feature enables focus on what matters most to your organization with tailored performance tracking. With Ellio, you can assign leads responsible for the various aspects of your strategic plan, plan actionable steps toward progressing your plan, and track measurable outcomes of your organization’s performance. Clear and simple dashboards and reports provide high-level status and make it easy to identify and drill down into areas needing attention.



To learn more or book a demo visit meet-ellio.raftelis.com/performance

Activity 5: Finalize the Strategic Plan

Raftelis will prepare a high-quality strategic planning document for review, which will represent the Department’s strategic plan. This deliverable will help ensure that the organization and its stakeholders will be united and aligned throughout the implementation processes. Like all of the strategic plans that Raftelis develops, the Department’s strategic plan deliverable will be a succinct planning instrument worthy of posting on the organization’s website and disseminating to internal and external audiences.

Raftelis will present the final strategic plan to the Department’s leadership team and will recommend supplemental materials and web content to accompany the plan’s launch.

DELIVERABLES:

- Draft and final strategic plan

PROJECT EXPERIENCE

Experience

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,700 utility and local government organizations across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,300 strategic planning, financial, management, and/or technology consulting projects for over 700 local government agencies in 47 states, the District of Columbia, and Canada. Our team has extensive experience with strategic planning throughout the country. Our clients tell us we are more than just consultants—we are trusted advisors. We point to a strong repeat customer base as part of the evidence, as well as the many clients who have hired us numerous times to do vital work for their organizations. Other clients have told us that our contacts are “enthusiastic” when providing a reference to potential clients, and they point to actionable and practical solutions.

City of Tampa FL

Reference: Seung Park, former Chief Engineer for the City of Tampa’s Water Department, current Section Manager for Water Supply at the Southwest Florida Water Management District

P: 352.269.5811 / E: seung.park@swfwmd.state.fl.us

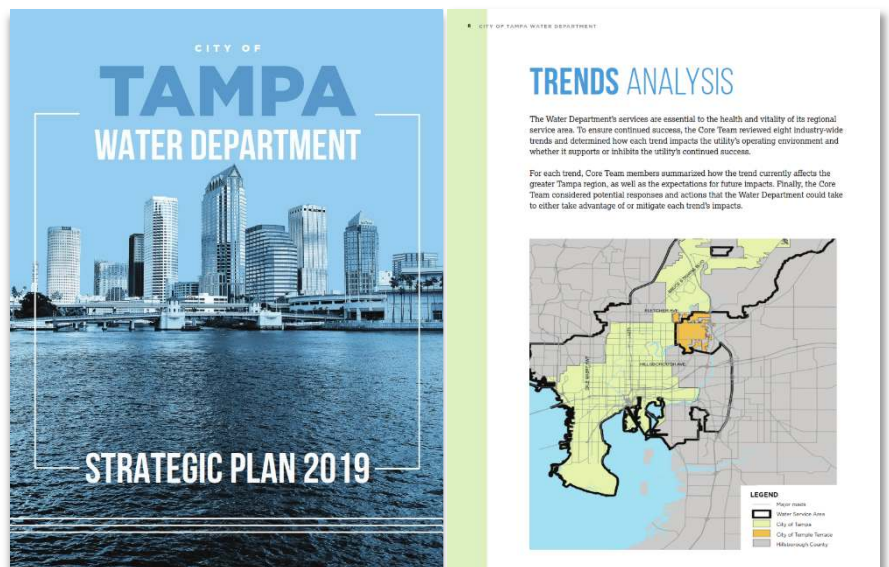
Completed or Ongoing: Completed

Duration: April 2018 – November 2019

The City of Tampa’s Water Department (Water Department) initiated a process to create an updated vision for the future and a plan to drive progress toward the organization’s most important goals. This process was facilitated by Raftelis and driven by the Water Department leadership team. It included opportunities for participation and input from the employees, City department representatives, and other external stakeholders.

Raftelis was engaged by the Water Department to first conduct an organizational assessment based on the Effective Utility Management framework, and then to use the results to inform a new organizational strategic plan. Stakeholder engagement and employee involvement were vital parts of both phases and included facilitating and coordinating Attribute and Goal Team meetings; analyzing employee-provided data to support assessment of performance gaps across the Water Department’s operation; leading employee outreach efforts (focus groups, individual interviews, and an online survey); and creating assessment and strategic planning deliverables.

Based on the results of the organizational assessment and strategic planning work, the Water Department developed a new vision and mission statement. It also elected to



make Employee Engagement and Development, Customer and Stakeholder Satisfaction, Operational Resiliency, Process Optimization, and Infrastructure Stability its core focus areas for five years and subsequently initiated its strategic plan implementation effort.

City of Sanford FL

Reference: William M. Marcous, Utility Support Services Manager

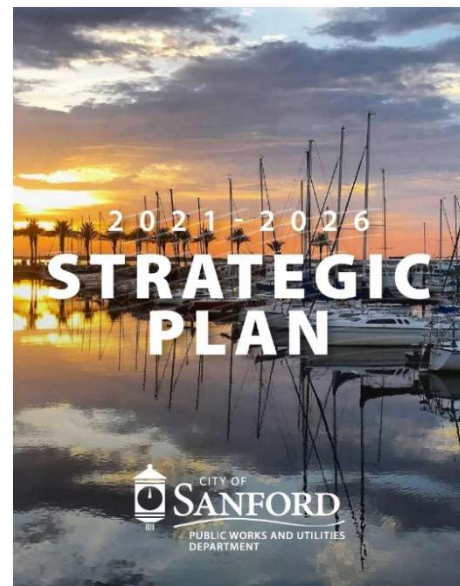
P: 407.688.5105 / E: marcouw@sanfordfl.gov

Completed or Ongoing: Completed

Duration: October 2019 – February 2021

The City of Sanford’s Department of Public Works and Utilities (Department) provides the citizens, business, and visitors of Sanford with essential public services. The Department provides water, wastewater, reclaimed water, stormwater, solid waste, and street maintenance services as well as providing fleet and facilities maintenance for the city. The Department engaged Raftelis to assist their organization with the development of a five-year strategic plan and identification of key performance indicators. Public Works and the Water and Wastewater Utilities were merged recently, and the organization desired to develop a strategic plan that will move the Department towards a shared vision.

Broad stakeholder participation was achieved through interviews, focus groups and an employee survey and the stakeholder feedback was incorporated into the goals and strategies of the resulting strategic plan. The plan addressed growth in Sanford, including increased levels of service and a greater need for resiliency, through six goal areas: Workforce Development, Customer Service, Collaboration, Financial Sustainability, Service Quality, and Operational Resiliency. To align the divisions of the Department with the strategic plan, Raftelis reviewed the key functions and processes of each division and developed key strategic objectives. These objectives show how the work of the division impacts the strategic plan and can help guide the decisions of the division (see adjacent image for a sample, showing how Customer Service and Billing connect to the strategic plan). Key performance indicators were selected to both measure progress of the strategic plan and operational performance of the divisions and the Department; these key performance indicators are integrated into performance dashboards.



Customer Service and Billing

Goals	Key Divisional Objectives	Core Functions					
		Customer Assistance, Meter Work, O Meter Creation	Payments Handling and Processing	Accounts Management	Billing and Adjustments	Meter Reading and Maintenance	
Workforce Development	<ul style="list-style-type: none"> Enhancing employee training opportunities 	●	●	●	●	●	
Customer Service	<ul style="list-style-type: none"> Ensure service level targets are met and communicated Continuously look for ways to develop and train staff on customer service best practices Measure customer satisfaction and collect feedback to understand customer needs Ensure communication with customers is clear, consistent, and timely Continue installing new meters 	●	●	●	●	●	
Collaboration	<ul style="list-style-type: none"> Communicate with customers about community outreach events and review potential ways to expand efforts Coordinate and communicate with other divisions about submitted work orders and resolving billing issues 	●			●		
Financial Sustainability	<ul style="list-style-type: none"> Participate in budget development training opportunities Ensure the key work processes are optimized 	●	●	●	●	●	
Service Quality	<ul style="list-style-type: none"> Research and document potential technology improvements available to enhance service delivery or customer experience Ensure that the meter and billing system has an updated long-range master plan 	●	●	●	●	●	
Operational Resiliency	<ul style="list-style-type: none"> Clearly and openly communicate with customers during an emergency about service changes or other important information Ensure that there is an emergency response plan and that key staff have backups and can work remotely 	●	●	●	●	●	

Birmingham Water Works Board **AL**

Reference: Michael Johnson, General Manager
 P: 205.244.4406 / E: michael.johnson@bwwb.org
Completed or Ongoing: Ongoing
Duration: July 2020 – present

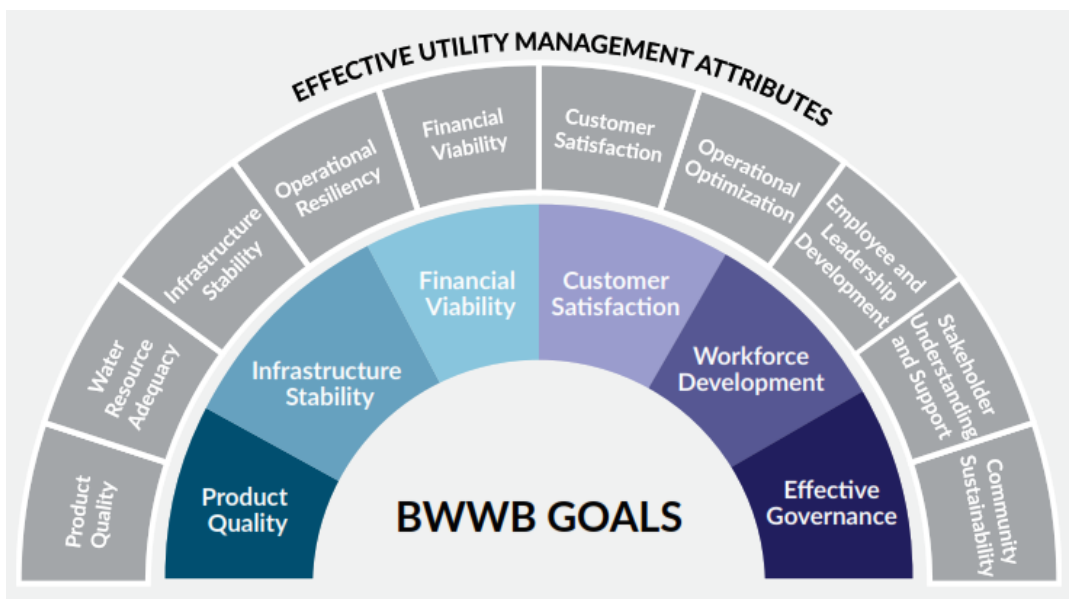


Birmingham Water Works Board (BWWB) initiated a strategic planning process in August 2020 to develop an updated framework for guiding the organization into the future. Raftelis was engaged to facilitate the process, which included interviews, work sessions, and strategic retreats with BWWB’s Board of Directors, management team, and key staff.

The strategic planning process was informed by a 360-degree scan of BWWB’s operation through a structured Effective Utility Management (EUM) process and review. This scan considered key practices associated with each of the 10 Attributes of an effectively managed utility and the degree to which those practices have been incorporated within BWWB’s operating environment. Once the group reached an understanding of the current state with regard to the 10 Attributes, the process allowed for target setting and prioritization of high-impact practices for focused energy over the next several years.

Ultimately, the organization elected to build on the Effective Utility Management Framework and identified six goals to drive activity. These goals included Product Quality, Infrastructure Stability, Financial Viability, Customer Satisfaction, Workforce Development, and Effective Governance.

The strategic framework and subsequent implementation planning, monitoring, and reporting activities will help inform operational decisions and resource allocations. Raftelis is currently assisting BWWB with annual work planning, as well as implementation monitoring and reporting through the Ellio Performance platform. These efforts will ensure that BWWB’s vision – being nationally recognized for local excellence in water quality and service delivery – is realized, and that the organization will continue to offer efficient, reliable services to the community.





A Sample of Some of Our *Utility Strategic Planning Clients*



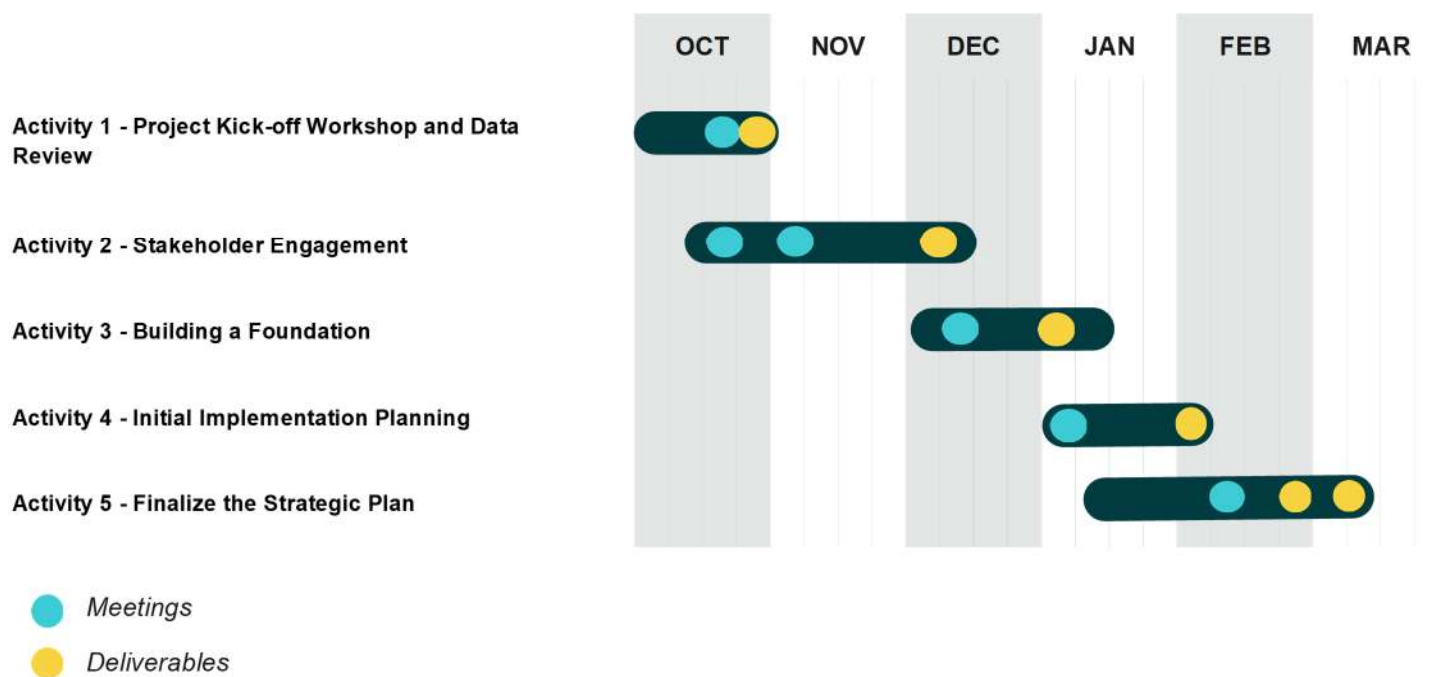
Fee

The total fee to complete the survey scope of work outlined in this proposal is \$69,800, which includes all professional fees and expenses.

Our practice is to bill clients for monthly progress payments based upon work completed.

Schedule

A proposed project schedule is provided below. We expect to review and refine this with the City during Activity 1.

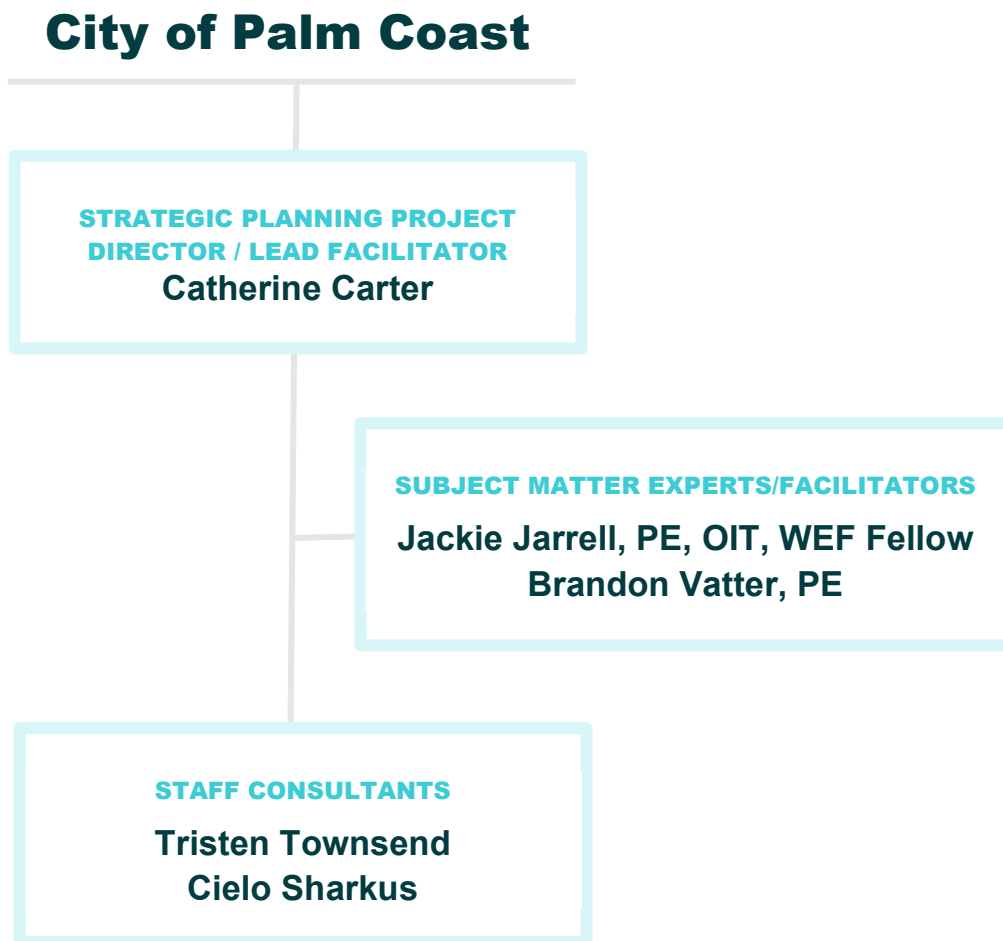


QUALIFICATIONS OF PROJECT STAFF

Qualifications of Project Staff

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY’S PROJECT.

Our project team is made up of senior-level consultants with direct utility and local government experience. What sets our project team apart is our ability to explore and relate to local community values while at the same time, investigating realistic approaches for cost-effective solutions. An organizational chart of our project team is shown here. We have provided resumes which include project roles for each of our key project team members on the following pages.



Catherine Carter

STRATEGIC PLANNING PROJECT MANAGER/LEAD FACILITATOR Vice President



ROLE

Catherine will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City’s objectives. She will also lead the consulting staff in conducting engagement activities and preparing deliverables for the project. Catherine will serve as the City’s main point of contact for the project.

PROFILE

Catherine has a background in public administration and environmental management and possesses extensive research and analytical skills. Her expertise lies in the areas of strategic planning, conducting assessments of organizational effectiveness practices, facilitation and engagement, compiling and analyzing data, and benchmarking.

Catherine has led or participated in numerous utility and departmental strategic planning engagements, including those outlined below:

- City of Tampa Water Department (FL) – Strategic Plan
- Birmingham Water Works (AL) – Strategic Plan and Implementation Support
- Sewerage and Water Board of New Orleans (LA) – Strategic Plan and Implementation Support
- Charlotte Water (NC) – Strategic Plan
- City of Baltimore Department of Public Works (MD) – Strategic Plan and Implementation Support
- City of Richmond Department of Public Utilities (VA) – Strategic Plan and Organizational Review
- Nashville Metro Water Services (TN) – Strategic Plan and Organizational Review
- Fairfax Water (VA) – Strategic Plan, Implementation Support, and Organizational Review
- City of Columbus Department of Public Utilities (OH) – Strategic Plan and Organizational Review

Catherine has also worked on numerous financial and management studies for water, wastewater, and stormwater utilities and other public sector organizations across the country. She is active in the water and wastewater utility industry, having presented at several conferences and co-authored two recent articles on long-term rate increases in *Journal AWWA*. Catherine also co-authored a chapter entitled “Public Outreach and Gaining Stakeholder Commitment” for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape*. Prior to working at Raftelis, Catherine was a senior fellow at the Institute for Sustainable Development.

Specialties

- Strategic planning
- Facilitation
- Organizational assessment
- Staffing analysis
- Strategy monitoring and implementation
- Risk and resiliency assessment
- Business process improvement
- Comparative industry analyses

Professional History

- Raftelis: Vice President (2024-present); Senior Manager (2022-2023); Manager (2019-2021); Senior Consultant (2016-2018); Consultant (2013-2015); Associate Consultant (2011-2012)
- Mecklenburg County Waste Management Advisory Board (appointed term: 2019-2021)
- The Institute for Sustainable Development (2009-2011)

Education

- Master of Public Administration - University of North Carolina Charlotte (2017)
- Master of Environmental Management - Duke University (2011)
- Bachelor of Science in Business/Economics, Biology, Environmental Studies - Randolph-Macon College (2009)

Certifications

- Change Management & Leadership Certification - Cornell University (2019)
- American Water Works Association Risk & Resiliency Certification (2019)

Professional Memberships

- AWWA
- Solid Waste Association of North America

Jackie Jarrell, P.E., OIT, WEF Fellow

SUBJECT MATTER EXPERT/FACILITATOR Principal Consultant



PROFILE

Jackie Jarrell has over three decades working in the water sector for one of the strongest public utilities in the country, Charlotte Water. Jackie spent 38 years serving the Charlotte region through various roles held, which included technical, management, and leadership responsibilities. A majority of her career was spent in all aspects of operations from wastewater treatment to water distribution, sanitary sewer collections, and customer service. Throughout her experience, Jackie was instrumental in organizational changes in order to improve work processes, develop employees, and ensure high quality services to the community. Jackie began her career in the Engineering division, completing water distribution and sanitary sewer assessments and modeling, and she was responsible for the development of the Capital Investment Plan. Early on, Jackie recognized the importance of engaging operations staff in the system assessments and in capital planning. She quickly developed relationships and knowledge that provided tools and resources that the operational areas trusted. During her time in Engineering, Jackie also started the Backflow Prevention program for Charlotte Water. From there, Jackie went on to lead the System Protection Division, working with a regulatory staff team and industrial and commercial customers managing the industrial pretreatment program. While in System Protection, Jackie completed a reorganization, and developed initiatives including employee development, training for industries, mechanisms for engaging with industries on a more continuous basis, and an annual recognition program for industries that demonstrated regulatory excellence. Relationships were strengthened with community leaders such as the Chamber of Commerce and economic development.

Jackie then became a Wastewater Treatment Plant Superintendent and eventually Environmental Management Chief, managing and leading six wastewater treatment facilities operations and the biosolids program, the largest land application program in the Southeast. Under her leadership of over 20 years, the treatment facilities achieved exceptional regulatory experience recognized every year by the National Association of Clean Water Agencies with Silver, Gold, and eventual Platinum awards. She initiated a corporate ISO 14001 certification for the plants and the biosolids program. Jackie also championed many new technological approaches, technologies supporting innovation, and process improvements.

Due to her experience in wastewater treatment operations, Jackie and her staff were tasked with the overall contract management of an adjacent utility wastewater operations. Jackie was a key leader in the development of

Specialties

- Executive leadership
- Organizational management improvement assessments and implementation in operational areas
- Wastewater treatment operations and management
- Field operations management
- Customer service management
- Customer assistance programs – water bill assistance, affordability, equitable service delivery
- Continuous Improvement programs – ISO14001, ISO 9001, Partnership for Safe Water, Residuals and Biosolids management
- Regional partnership agreements

Professional History

- Raftelis: Principal Consultant (2024-present)
- Charlotte Water: Deputy Director (2020- 2023); Operations Chief (2014-2020); Environmental Management Division Superintendent (2000-2014); System Protection Division Manager (1996-2000)
- Charlotte-Mecklenburg Utility Department: Civil Engineer II (1987-1996); Civil Engineer I (1985-1987)

Education

- Bachelor of Science in Engineering, Urban & Environmental - University of North Carolina Charlotte (1985)

Certifications

- Registered North Carolina Professional Engineer #017372
- NC Wastewater Treatment Plant Operator-in-Training Grade II #985298
- Florida Water and Pollution Control Operators Assoc. Pretreatment Certification Grade C
- Cross Connection Control - University of Southern California Foundation for Cross Connection
- Control and Hydraulic Research; NC Section AWWA-WEA Certificate of Training for Testing

Professional Memberships

- Water Environment Federation President (2019-2020)
- UNC Charlotte Civil & Environmental College Advisory Board

the MOU for Contract Operations and served as the officer in charge during the actual operations. Charlotte Water worked with Union County, NC to help redevelop the wastewater operations area for a period of three years. The intention was to rebuild and then transition operations back to Union County. Jackie worked with her staff to assess, plan, and improve those operations through employee training, implementing standard operating procedures for various work processes, managing both capital and operational budgets, and monitoring compliance. The partnership was successful and was a unique partnership of a utility supporting another utility to be successful. From 2019-2020, she stepped into the Interim Deputy Director role before becoming a Deputy Director in 2020. She created history again when she became the first Latin American woman to serve in an executive position for Charlotte Water.

Throughout her career, Jackie has been a champion for sustainability, initiating several projects, pilots, and initiatives for Charlotte Water. She has collaborated and partnered with UNC Charlotte on research and supporting opportunities for student internships within the College of Civil and Environmental Engineering. During her time at Charlotte Water, Jackie became a local, state, national, and international leader in the public water sector, earning a series of accomplishments and serving in leadership roles at several organizations and professional groups.

Jackie served as President of the Board of Trustees of the Water Environment Federation (WEF), an international organization of 35,000 water professionals. She was named a WEF Fellow in 2021. She is currently serving as the chair of the Diversity Equity and Inclusion Advisory to the Board. Jackie served as chair of the N.C. Water Quality Association, of which she was one of the founding members. She was also active in and was Chair of NC OneWater (formerly NC AWWA-WEA). She currently serves on the Board of Advisors for the UNC Charlotte Civil and Environmental Engineering Department College Board of Advisors. Jackie also had the opportunity to travel to Bolivia with Water for People, an international non-profit organization that promotes accessibility to high-quality drinking water and sanitation.

PUBLICATIONS

- Presented and co-authored professional papers in the following areas:
 - Optimization of Wastewater Treatment Facilities; Biosolids Planning; PCB Contamination and response; Environmental Management Systems; Energy Management and Sustainable Operations; Employee Development and Training; Organizational Restructuring; Industrial Pretreatment Issues; Backflow Prevention; Sanitary Sewer Modeling and Monitoring; Wet Weather Issues; Hydraulic Modeling for Water Systems; Capital Improvement Planning
- Highlighted in *Treatment Plant Operator* magazine article, “Advocate for Operators,” October 2015
- EPA 2018 Publication “Moving Towards Sustainability,” companion document to the *Effective Utility Management Primer*

PRESENTATIONS

- “Charlotte Water – Return to Delinquency –AWWA WEF Utility Management Conference March 2023
- “Charlotte Water’s Digital Journey – How to Build a Digital First Resiliency Approach AMWA Webinar – September 2023
- Renewable Natural Gas (RNG) – Partnership project with Duke Energy presentation – NC OneWater October 2023

Brandon Vatter PE

SUBJECT MATTER EXPERT/FACILITATOR

Senior Manager



PROFILE

Brandon has over 27 years of experience working directly with multiple public and private clients on the regulatory, consulting, water, wastewater and stormwater utility sides to deliver capital, operations, and asset management programs on-time, at or under budget, and in compliance with necessary regulatory obligations. Brandon’s experience includes NPDES permit review and compliance, NPDES permit writing, Clean Water Act (CWA) consent decree negotiations with Federal EPA and ORSANCO, and CWA consent decree implementation. Brandon regularly works with communities to bring practical hands-on experience with capital improvement program development and delivery, asset management program development and implementation, planning & implementation of integrated watershed management plans, green and gray infrastructure projects for wet weather and consent decree compliance, hydraulic modeling, water, sewer and storm sewer design, wastewater collection and treatment facilities, solids processing facilities, nutrient removal studies, and water, stormwater and wastewater master planning. Brandon also brings practical field construction knowledge through performance of onsite construction management and inspections for multiple projects and has directed instrumentation, control, process coordination, and start-up for multiple projects.

With a strong technical, operations, and project management background, Brandon regularly provides guidance on necessary capital investments, capital delivery and throughput improvements, NPDES permit compliance and EPA regulatory compliance to meet the obligations, goals, asset management needs, and affordability of clients.

KEY PROJECT EXPERIENCE

Brandon has extensive utility experience. Some key project experience includes the following clients:

- Sanitation District No. 1 of Northern Kentucky (KY): Compliance Projects, Watershed Management Plans, Capacity Management Operations & Maintenance
- Hamilton County (OH): Capital Improvement Program
- Pittsburgh Water and Sewer Authority (PA): Green First Integrated Watershed Management Plan, Stormwater Program Management
- City of Baltimore (MD): Capital Improvement Program
- City of Dayton (OH): Capital Improvement Program
- Region of Peel (Ontario, Canada): Capital Improvement Program
- City of Lafayette (CO): Capital Improvement Program

Specialties

- Capital Program Development & Risk Advisor
- Capital Program Delivery Technical Expert
- Asset Management Program Development & Execution
- Capital & Operating Program Organizational Review and Efficiency Improvements
- Cost Efficiency and Reductions Reviews
- Integrated Watershed Management Technical Expert

Professional History

- Raftelis: Senior Manager (2019-present)
- Mott MacDonald: Senior Project Manager (2011-2019)
- Sanitation District No. 1 of Northern Kentucky: Program Manager, Director of Planning & Design (2004-2011)
- Black & Veatch Corporation: Project Manager (2001–2004)
- CH2M Hill: Project Manager (1997-2001)
- Ohio EPA, Division of Surface Water: Regulatory Compliance Officer (1994-1996)
- B.G. Danis Industries, Heavy Construction: Cost Estimator (1993-1994)

Education

- Bachelor of Science in Civil Engineering - University of Cincinnati (1997)

Professional Registrations

- Professional Engineer: OH, 66169, 2001
- WEF Utility Management Committee – Capital Program Development

Professional Memberships

- WEF
- National Society of Professional Engineers
- NACWA
- Chi Epsilon

- Bear Creek Special Utility District (TX): Capital Improvement Program
- Town of Greenburgh (NY): Capital Improvement Program
- City of Aubrey (TX): Capital Improvement Program
- City of Corinth (TX): Capital Improvement Program
- City of Manor (TX): Water and Wastewater Financial Rate Study
- Collier County (FL): Capital Improvement Program
- City of St. Helena (CA): Water and Sewer Rate Study
- City of Canandaigua (NY): Water Rate Study
- City of Columbus (OH): Water Rate Study
- City of Spring Hill (TN): Sanitation & Stormwater Utility Rate Studies
- City of Charlotte (NC): Stormwater Utility Asset Management Study
- City of Mt. Shasta (CA): Stormwater Utility Rate Study
- City of Rockdale (GA): State Revolving Loan Fund
- Pittsburgh Water and Sewer Authority (PA): Stormwater Asset Management Program
- Hamilton County (OH): Capital Improvement Program
- Frankfort Sewer District (KY): Operating Procedures Manual
- Huntington Sanitary Board (WV): Integrated Watershed Management
- Huntington Stormwater Utility (WV): Stormwater Utility Implementation
- Philadelphia Water Department (PA): Green Design Projects
- City of New York City (NY): Right of Way Bioswales Design Projects

PUBLICATIONS & PRESENTATIONS

- Asset Management Made Easy - SD1's Continuous Sewer Assessment Program Implements Practical Asset Management," WEFTEC, 2014
- Asset Management Made Easy – Applying Best Business Practices to Develop Practical Asset Management, WEFTEC 2013
- “Great, we now have a Stormwater Utility! Now how do we prioritize and fix all the problems?, multiple presentations, 2020 - 2022
- "Do Not Forget the Force Mains!”, WEF Collections System, 2010," Five Cities Plus Conference, 2010
- SD1's Innovative Continuous Sewer Assessment Program and Data Automation: Lessons Learned After Three Years of Implementation, WEFTEC 2011 & 2013.
- The Need for an Integrated Water Quality Affordability Strategy, NYWEA, June 2012, WEF Webinar, June 2012, WEFTEC USEPA Integrated Planning Panel, October 2012, Charleston, WV Infrastructure Task Force 2013, WEFTEC 2013, Great Lakes - St Lawrence GI Conf 2017
- Alternative Approaches to Affordability Workgroup, WEF, AWWA, US Conf of Mayors – Reviewer of guidance developed on alternative approaches for measuring a community’s ability to afford needed water, wastewater and stormwater improvements and infrastructure, 2013

September 25, 2024

Mr. Carl Cote
 Director of Stormwater & Engineering
 City of Palm Coast
 160 Lake Avenue
 Palm Coast, FL 32164

Subject: Work Authorization No. 1 - Provide a Revenue Sufficiency and Gap Funding Analysis for the Water and Wastewater Utility

Dear Mr. Cote:

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to submit this work authorization to the City of Palm Coast (City) to provide a revenue sufficiency and gap funding analysis (Project) for the City’s water and wastewater utility system (System). This work authorization sets forth the scope of services and proposed budget for the Project. This work authorization is being issued pursuant to the master service agreement (MSA) between the City and Raftelis that became effective on August 9, 2024, which governs all terms and conditions related to the proposed professional services.

PROJECT TEAM

With respect to the performance of this engagement, Mr. Murray Hamilton will be the project manager and primary contact with the City. Other rate analysts and administrative personnel will be utilized during the engagement as needed. The following is a summary of the personnel by title and billing rate for Raftelis relative to this engagement:

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President	\$400
Vice President	\$360
Senior Manager	\$320
Manager	\$285
Senior Consultant	\$250
Consultant	\$220
Associate	\$185
Administrative	\$100

[*] Direct labor hourly rates effective through September 30, 2025; rates will then be adjusted by not more than 3% per year per year thereafter until project completion or termination of the work authorization.

SCOPE OF SERVICES

The City recently completed a water and wastewater rate study (2024 Rate Study) that resulted in the implementation of proposed capital facility fees and main extension charges. The City has requested that Raftelis update the projected financial results based on recent changes to the estimated project costs and available funds to meet the System's overall capital improvement requirements. As discussed in detail with City staff, certain major assumptions outlined in the 2024 Rate Study appear to be reasonable for the purpose of this proposed analysis and will be incorporated into the updated results. A detailed schedule of the scope of services to be performed by Raftelis is included herein as Attachment A, which is made part of this work authorization. As shown on Attachment A, Raftelis and City staff have identified the planned sources and uses of City information to be incorporated into the financial results.

Attachment A provides a very detailed description of each task within this Project. The primary responsibilities of Raftelis include the following:

- 1.0 Development of Projected Cashflows from Operations
- 2.0 Preparation of a Flow of Funds Analysis
- 3.0 Evaluation of Revenue Sufficiency, including Financial Alternatives
- 4.0 Attendance of Meetings / Preparation of Reports and Presentations

PROJECT SCHEDULE

Upon notification to proceed as provided by the City, Raftelis will begin the water and wastewater revenue sufficiency and gap analysis on or before October 15, 2024 with completion of the final study report on or about February 25, 2025. Attachment B, which is made part of this work authorization, includes a preliminary project schedule prepared between Raftelis and City staff. The completion of the study within the project schedule is subject to the availability of information provided to Raftelis from the City that would be necessary to conduct the evaluations, and City staffs' availability to conduct meetings to review and update study results.

COMPENSATION AND BILLING

Based on the scope of services as summarized in Attachment A and the planned meetings as shown on Attachment B, the budget for the Project is a not-to-exceed fee of \$69,950. The cost estimate developed in support of this fee is included on Attachment C, which is made a part of this work authorization and recognizes the sum of: i) the direct labor time anticipated for the performance of the project; and ii) the reimbursement of any out-of-pocket expenses directly chargeable to the work covered by this work authorization. Such out-of-pocket expenses will include, but not be limited to, items such as travel expenses incurred while providing the proposed consulting services. The direct labor rates and any other direct expenses will be billed to the City in accordance with the terms and conditions contained in the MSA. The total amount billed under this agreement shall not exceed the budget as set forth above without prior written approval of the City.

ADDITIONAL SERVICES

During the course of the study, the City may request additional services from Raftelis. While no specific additional services are contemplated at this time, a contingency allowance has been included within the Project budget for unforeseen circumstances that may require additional meetings or professional services beyond what is contemplated for this Project. To the extent additional service requests may exceed the Project budget, such services will not be conducted until authorized by the City and as mutually agreed upon between the City and Raftelis. Examples of additional services beyond what is contemplated in the scope of services would include, but are not limited to, the following:

- Additional meetings above and beyond the 4 web meetings and 7 on-site meetings identified in the scope of services.
- Providing financial feasibility services relating to the issuance of new debt, or completion of any loan application forms.
- Meeting with third parties regarding the derivation of the rates and fees, or providing litigation support services in the event of a challenge of the rates or fees.
- Review of water and wastewater main extension charges and/or capital facility fees.
- Requests for updated financial, cost or rate analyses or scenarios after substantial completion of the initial work, and other related issues not contemplated in the scope of services.

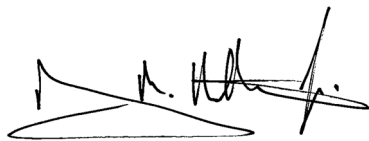
AUTHORIZATION

Upon execution of the work authorization, please return one (1) copy to the Raftelis along with a City Purchase Order or other document for procurement and billing purposes. We appreciate the opportunity to be of service to the City.

Executed and Effective on the date shown on this agreement.

Very truly yours,

Raftelis Financial Consultants, Inc.



Murray M. Hamilton, Jr.
Vice President

ACCEPTED BY:

City of Palm Coast, Florida

Name

Title

Date

Attachments

Revenue Sufficiency and GAP Funding Analysis - FY2024 through FY2029				
Project Task	Description	Source	Basis for Adjustments (if any)	
1.0 Development of Projected Cashflows from Operations				
1.1	Update of Gross Revenues			
1.1.1	Retail Revenue at Existing Rates	Stantec - Schedule 7, Line 5	Percent of Revenue	
1.1.2	Additional Revenues from Proposed Rate Adjustments (Also Reference Task 3.0)	Raftelis in Consultation with City Staff	Percent of Revenue / Applied Uniformly to Water, Wastewater and Reclaimed Water Rates / No Rate Structure Changes or Modifications	
1.1.3	Other Operating Revenues	Stantec - Schedule 7, Line 9	Percent of Revenue	
1.1.4	New Income Sources (Fee Adjustments)	City Staff	Input	
1.1.5	Non-Operating Revenues (Excludes Capacity Charges)	Stantec - Schedule 7, Line 15	Input	
1.1.6	Investment Earnings on Unrestricted Funds	Raftelis in Consultation with City Staff	Calculated Based on Flow of Funds Analysis Stantec has Revenues Restricted to Capacity Charge Funds. Evaluate Availability.	
1.1.7	Determination of Availability of Main Extension Charges	Stantec Growth Assumptions Less 50% Developer Installed	Availability.	
1.1.8	Determination of Availability of Capital Facility Fees	Stantec Growth Assumptions	Work with City Staff to determine an Expansion Factor	
1.2	Update of Annual Revenue Requirements from Operations			
1.2.1	Operating Expenses (Includes New Staffing and Fleet)	Stantec - Schedule 7, Line 14 (90% Execution)	Input - Any City Adjustments	
1.2.2	Existing Senior Lien Debt Service Payments	Stantec - Schedule 7, Line 25	N/A	
1.2.3	Existing Subordinate Lien Debt Service Payments	Stantec - Schedule 7, Line 31	N/A	
1.2.4	Capital Expenditures and External Funding Sources	City Staff - 100% Execution FY25 and WWTP#1 / 97.5% FY26-29.	Flow of Funds Analysis for Funding	
1.2.4.1	Rate Funded Capital / Use of Reserves / R&R Transfers	Raftelis in Consultation with City Staff	Input	
1.2.4.1.1	Evaluate Funding Alternatives for R&R Needs	Raftelis in Consultation with City Staff / Financial Advisor	Input - Increase Annual Transfers vs. Long-term Debt	
1.2.4.1.2	Evaluate Funding Alternatives for Phase 1 MOC	Raftelis in Consultation with City Staff / Financial Advisor	Input - Maintain Annual Transfers vs. Long-term Debt	
1.2.4.2	Develop Plan of Finance	Raftelis in Consultation with City Staff / Financial Advisor	Calculated Based on Flow of Funds Analysis	
1.2.4.2.1	Proposed Senior Lien Debt Service Payments	Raftelis in Consultation with City Staff / Financial Advisor	Input - Considers at Least Two (2) Senior Lien Obligations [TBD]	
1.2.4.2.2	Proposed Subordinate Lien Debt Service Payments	Raftelis in Consultation with City Staff / Financial Advisor	Input - Considers at Least One (1) Junior Lien Obligation [TBD]	
1.2.4.3	Other Inter-fund Transfers (Fleet, PILOT, Other)	Stantec - Schedule 4, Lines 448-451	Input - Any City Adjustments	
2.0 Preparation of Flow of Funds Analysis				
2.1	Review of Individual Accounts and Available Funds			
2.1.1	Available Beginning (Budget) Balances - 10/01/2023 (FY2024)	Stantec - Schedule 9	Input - Any City Adjustments	
2.1.2	Projected Capital Charge Revenues	Stantec - Schedule 9, Lines 3 and 16	Input - Any City Adjustments	
2.1.3	Amounts used for Capital Projects	Raftelis in Consultation with City Staff	Input	
2.1.4	Investment Earnings on Unrestricted & Restricted Funds	Raftelis in Consultation with City Staff	Calculated Based on Flow of Funds Analysis	
2.1.5	Transfers-In (Out) from Operations, if any	Raftelis in Consultation with City Staff	Calculated Based on Flow of Funds Analysis	
2.1.6	Required Loan Proceeds	Raftelis in Consultation with City Staff / Financial Advisor	Input	
3.0 Evaluation of Revenue Sufficiency, including Financial Alternatives				
3.1	Review the Adequacy of Monthly Service Rates on a Combined Basis		Base Case	
3.1.1	Develop Proposed Schedule of Monthly Service Rates	Effective on and after 10/01/2025 and occurring annually	Percent of Revenue / Applied Uniformly to Water, Wastewater and Reclaimed Water Rates / No Rate Structure Changes or Modifications	
3.1.1	Update the City's Annual Index Provision	As provided by City Staff	Tentatively - US-CPI Water and Sewerage Maintenance Services or 3.9% whichever is greater.	
3.1.1.1	Review and Verify The City's Minimum Index	Raftelis in Consultation with City Staff	Tentatively - 3.9% Minimum based on W&S Series 10-yr Avg. Review and Verify	
3.1.2	Develop a Residential Rate Comparison of Existing and Proposed Water and Wastewater Rates Among Neighboring Utilities	Raftelis	Survey of Benchmark Utilities	

Revenue Sufficiency and GAP Funding Analysis - FY2024 through FY2029			
3.2	Examine Alternatives to the Proposed Rate Path		
3.2.1	Base Case	As Outlined in Task 3.1	Includes Current Transfer Requirements for the City's Identified R&R Funding Requirements and the MOC
3.2.2	Alternative 1	Raftelis in Consultation with City Staff / Financial Advisor	Evaluate Changes in the Rate Path based on Financing a Portion of the R&R Program
3.2.3	Alternative 2	Raftelis in Consultation with City Staff / Financial Advisor	Evaluate Changes in the Rate Path based on Financing Phase 1 of the MOC
3.2.4	Alternative 3	Raftelis in Consultation with City Staff / Financial Advisor	Evaluate Changes in the Rate Path based on Financing a Portion of the R&R Program and Financing Phase 1 of the MOC
3.2.5	Prepare a Summary of Financial Results and Rate Outcomes	Raftelis	
3.3	Review the City's Evaluation of Miscellaneous Utility Fees and Charges		
3.3.1	Review the City's Schedule of Existing and Proposed Miscellaneous Utility Fees and Charges	Recent study completed by Stantec will be updated by City staff to account for current personnel costs, materials & supplies, and other costs to provide ancillary services.	Raftelis will review the City's results and provide additional input related to implementation strategies. In addition, Raftelis will work with City staff to identify any new charges or services that should be considered.
4.0 Attendance of Meetings / Preparation of Reports and Presentations			
4.1	Project Initiation / Kick-off Meeting (As needed)	Web Meeting	
4.2	City Status Review Meeting	In-Person	
4.3	Meeting with Financing Team (Utility Rate, Financial, and Bond Consultants)	Web Meeting	
4.4	City Status Review Meeting	Web Meeting	
4.5	Submit Draft 1 Briefing Document with Supporting Tables		
4.6	Meeting to Review Draft 1 Briefing Document with Supporting Tables with City Comments	In-Person	
4.7	Submit Draft 2 Briefing Document and Draft 1 Letter Report with Tables		
4.8	Review Draft Presentation and Letter Report with Raftelis	Web Meeting	
4.9	Submit Final (Draft) Presentation and Letter Report to City		
4.10	Meetings: City Council One-On-One (1-hour each)	In-Person	01/27/2025 - 01/31/2025 Over no more than a 2-day period / 2 On-site Visits
4.11	City Council Presentation - Workshop	In-Person	
4.12	Submit Final Presentation and Letter Report to City		
4.13	City Council Presentation - Business Meetings (Up to 2 Public Hearings)	In-Person	
5.0 Additional Services Not Included in Scope of Services			
5.1	Changes to Stantec Assumptions and Forecast (As shown)		City may provide input changes related to revenues and system costs
5.2	Providing financial feasibility services relating to the issuance of new debt, or completion of any loan application forms		
5.3	Meeting with third parties regarding the derivation of the rates and fees, or providing litigation support services in the event of a challenge of the rates or fees		
5.4	Review of main line extension charges and/or capital facility fees.		
5.5	Requests for updated financial, cost or rate analyses or scenarios after substantial completion of the initial work, and other related issues not contemplated in the above scope of services		
5.6	Additional meetings above and beyond the four (4) Web Meetings and seven (7) In-Person Meetings identified in the scope of services		
Notes:	Raftelis proposes to provide a comprehensive briefing document and letter report to disclose the primary study assumptions, analyses, findings and recommendations.		

Task	Meeting Type	Days	Date
City issues request for scope and fee proposal to Raftelis	N/A		8/14/2024
City staff to meet to review and finalize 5-Year GAP CIP	N/A		8/23/2024
City to issue 5-Year GAP CIP to Raftelis	N/A	0	8/23/2024
Raftelis to provide preliminary outline of scope of work	N/A	6	8/29/2024
Raftelis to meet with City staff to discuss outline of scope of work	In-Person	1	8/30/2024
Raftelis to submit Draft scope and fee Proposal to City	N/A	4	9/3/2024
City to issue comments on Draft scope and fee proposal	N/A	21	9/24/2024
Raftelis to submit Final scope and fee proposal	N/A	3	9/27/2024
City to issue PO: Project Initiation / Kick-off Meeting (As needed)	Web Meeting	18	10/15/2024
Raftelis - City Status Review Meeting	In-Person	27	11/11/2024
Meeting with Raftelis - Financial Consultant - Bond Consultant	Web Meeting	7	11/18/2024
Raftelis - City Status Review Meeting (Contingent on Financial Advisor)	Web Meeting	28	12/16/2024
Raftelis to Submit Draft 1 Briefing Document with Supporting Tables	N/A	7	12/23/2024
City - Raftelis Meeting to Review Draft 1 Briefing Document with Supporting Tables with City Comments	In-Person	7	12/30/2024
Raftelis to submit Draft 2 Briefing Document and Draft 1 Letter Report with Tables	N/A	14	1/13/2025
Review Draft Presentation and Letter Report with Raftelis	Web Meeting	7	1/20/2025
Raftelis to submit Final (Draft) Presentation and Letter Report to City	N/A	7	1/27/2025
Raftelis to meet with City Staff and City Council one-on-one (1-hour each)	In-Person	1/27/2024	- 1/31/2025
City Council Presentation - Workshop	In-Person		2/11/2025
Raftelis to submit Final Presentation and Letter Report to City	N/A	14	2/25/2025
City Council Presentation - Business Meetings (Up to 2 Public Hearings)	In-Person	TBD	TBD

ATTACHMENT C

CITY OF PALM COAST, FLORIDA

COST ESTIMATE TO PERFORM A WATER AND WASTEWATER REVENUE SUFFICIENCY AND GAP ANALYSIS

Line No.	Task Ref. [1]	Vice President	Senior Consultant	Associate	Administrative	Totals	
Direct Labor Rates		\$ 360.00	\$ 250.00	\$ 185.00	\$ 100.00		
	<u>Development of Projected Cashflows from Operations</u>	1.0					
1	Data Acquisition, Compilation and Review	1.0	1	-	2	-	3
2	Identification of Fiscal Policies and Objectives	1.0	1	-	-	-	1
3	Update of Gross Revenues	1.1	4	1	6	-	11
4	Determination of Availability of Main Extension Charges	1.1.7	1	-	1	-	2
5	Determination of Expansion Factor for Capital Facility Fees	1.1.8	4	1	2	-	7
6	Update of Annual Revenue Requirements from Operations	1.2	8	2	20	-	30
7	Development of Capital Improvement Funding Analysis (up to 3 Alternatives)	1.2.4	9	3	24	-	36
	<u>Preparation of Flow of Funds Analysis</u>	2.0					
8	Review of Individual Accounts and Available Funds	2.1	2	1	8	-	11
	<u>Evaluation of Revenue Sufficiency from Operations</u>	3.0					
9	Review the Adequacy of Monthly Services Rates on a Combined Basis	3.1	4	2	12	-	18
10	Examine Alternatives to the Proposed Rate Path (up to 3 Alternatives)	3.2	1	1	3	-	5
11	Review the City's Evaluation of Miscellaneous Utility Fees and Charges	3.3	4	-	12	-	16
	<u>Attendance of Meetings / Preparations of Reports and Presentations</u>	4.0					
12	Meetings with City Staff (4 Web Meetings)	4.0	4	-	4	-	8
13	Meetings with City Staff (2 In-Person Meetings)	4.0	4	-	4	-	8
14	One-On-One Meetings with City Council (Over 2 days)	4.0	16	-	-	-	16
15	City Council Workshop	4.0	2	-	2	-	4
16	Public Hearings (Up to 2 Meetings)	4.0	6	-	-	-	6
17	Preparation of Briefing Documents, Presentation and Letter Report	4.0	12	10	16	8	46
18	Project Management	All	4	-	-	4	8
19	Total Hours		87	21	116	12	236
20	Direct Labor Cost		\$ 31,320	\$ 5,250	\$ 21,460	\$ 1,200	\$ 59,230
21	Average Hourly Rate						\$ 250.97
Other Direct Costs							
22	Travel, 7 Trips					\$	735
23	Project Contingency / Allowance for Additional Meetings & Other Professional Services						10,000
24	Miscellaneous / Rounding						(15)
25	Total Other Direct Costs					\$	10,720
26	Total Estimated Project Cost					\$	69,950

Footnotes:

[1] Please reference Attachment A - Scope of Services for description of tasks to be performed by Raftelis.