

## COOPERATIVE PURCHASING AGREEMENT FOR RATE, FINANCIAL, AND MANAGEMENT CONSULTING SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR RATE, FINANCIAL, AND MANAGEMENT CONSULTING SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, a foreign for-profit corporation duly organized in the state of North Carolina and authorized to do business in the state of Florida (EIN: 20-1054069) ("Consultant").

**WHEREAS**, after a competitive procurement process, the City of Daytona Beach entered into a contract with Raftelis Financial Consultants, Inc. to provide rate, financial, and management consulting services for utility and other divisions and municipal activities of the City deemed necessary by the City, Contract Number 19632 (the "Daytona Beach Agreement"); and

**WHEREAS**, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

**WHEREAS**, City desires to purchase labor, services, and materials for the provision of rate, financial, and management consulting services pursuant to essentially the same terms and conditions provided under the Daytona Beach Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

**WHEREAS**, Consultant agrees to extend the terms, conditions, and pricing of the Daytona Beach Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Consultant agree as follows:

1. **RECITALS.** City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
  - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for rate, financial, and management consulting services as it may from time to time be amended or modified pursuant to its terms and provisions.
  - B. **Daytona Beach Agreement:** shall mean the rate, financial, and management consulting services between the City of Daytona Beach and Raftelis Financial Consultants, Inc., and its exhibits, as amended and attached hereto as **Exhibit A – Daytona Beach Agreement**.
3. **INCORPORATION OF THE DAYTONA BEACH AGREEMENT.** The Daytona Beach Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Daytona Beach Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.

4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Consultant shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

**Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- A. Exhibit A: Daytona Beach Agreement (A-1 through A-41)
  - B. Exhibit B: City of Ocala Solid Waste Rate Agreement (B-1 through B-22)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Daytona Beach Agreement are modified and replaced, in their entirety, as follows:
- A. The terms "the City", or "City of Daytona Beach" shall be replaced and intended to refer to the "City of Ocala."
  - B. **COMPENSATION.** City shall pay Consultant a price not to exceed the maximum limiting amount of **SEVENTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-NINE AND NO/100 DOLLARS (\$74,559)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Daytona Beach Agreement**.
  - C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **SEPTEMBER 18, 2024** and continue through and including **MARCH 3, 2025**.
  - D. **Invoice Submission.** All invoices submitted by Consultant shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Consultant shall submit the original invoice through the responsible City Project Manager at: **Public Works Department 1805 NE 30<sup>th</sup> Avenue, Building 300 Ocala, Florida 34470** Attn: **Darren Park** E-Mail: [dpark@ocalafl.gov](mailto:dpark@ocalafl.gov); Office: **352-351-6720**.
  - E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
  - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Consultant; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Consultant within **THIRTY (30)** calendar days of the Consultant's remedy or resolution of the inadequacy or defect.
  - G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is provided for by the Agreement, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

- H. **Amounts Due to the City.** Consultant must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Consultant may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
  - I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **PUBLIC RECORDS.** Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Consultant shall:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.gov](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

7. **AUDIT.** Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

8. **PUBLICITY.** Consultant shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
9. **E-VERIFY.** Pursuant to section 448.095, Consultant shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Consultant shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Consultant certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Consultant shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
10. **CONFLICT OF INTEREST.** Consultant is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Consultant shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Consultant's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
11. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
12. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
13. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Consultant, its agents, and employees.
14. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all

performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

15. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Consultant:

Raftelis Financial Consultants, Inc.  
Attention: Robert J. Ori  
341 N. Maitland Avenue, Suite 300  
Maitland, Florida 32751  
Phone: 407-628-2600  
E-mail: [rori@raftelis.com](mailto:rori@raftelis.com)

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

16. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY

HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

18. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
19. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
20. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
21. **MUTUALITY OF NEGOTIATION.** Consultant and City acknowledge that this Agreement is a result of negotiations between Consultant and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
22. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
23. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
24. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
26. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.



27. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
28. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on \_\_\_\_\_.

**ATTEST:****CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Barry Mansfield  
City Council President

**Approved as to form and legality:****RAFTELIS FINANCIAL CONSULTANTS, INC.**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title of Authorized Signatory)



**Exhibit A - Daytona Beach Agreement**  
**THE CITY OF DAYTONA BEACH**  
**OFFICE OF THE PURCHASING AGENT**

**CONTRACT# PWD/241031**

Post Office Box 2451  
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080  
Fax (386) 671-8085

**RENEWAL OF CONTRACT**

January 5, 2024

Raftelis Financial Consultants, Inc.  
341 N. Maitland Ave., Suite 300  
Maitland, FL 32751

Raftelis Financial Consultants, Inc. is currently providing Rate, Financial, and Management Consulting Services to The City of Daytona Beach under an agreement No. 19632.

The City of Daytona Beach desires to exercise the final renewal option to have these services continued by Raftelis Financial Consultants for the period effective March 4, 2024, through March 3, 2025.

Per Section 3. Fee(s):

(b) At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index - Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties.

Adjusted hourly rates are hereby attached as Exhibit B-1.

All other terms and conditions of the contract will remain in effect.

THE CITY OF DAYTONA BEACH

Deric Feacher, City Manager

1-8-24

Date





**Exhibit A - Daytona Beach Agreement**  
**THE CITY OF DAYTONA BEACH**  
**OFFICE OF THE PURCHASING AGENT**

**CONTRACT# PWD/241031**

Post Office Box 2451  
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080  
Fax (386) 671-8085

**EXHIBIT B-1**

City of Daytona Beach, FL

March 4, 2024 Requested Hourly Rate Increases

Line No.		Current Hourly Rate	Maximum Adjustment Allowed [1]	Maximum Hourly Rate (3/4/2024)	Requested Hourly Rate (3/4/2024)
1	Principal	\$269.00	3.2%	\$277.61	\$277.00
2	Associate	\$226.00	3.2%	\$233.23	\$233.00
3	Managing Consultant	\$210.00	3.2%	\$216.72	\$216.00
4	Principal Consultant	\$188.00	3.2%	\$194.02	\$194.00
5	Supervising Consultant	\$166.00	3.2%	\$171.31	\$171.00
6	Senior Consultant	\$145.00	3.2%	\$149.64	\$149.00
7	Rate Consultant	\$134.00	3.2%	\$138.29	\$138.00
8	Consultant	\$123.00	3.2%	\$126.94	\$126.00
9	Senior Rate Analyst	\$113.00	3.2%	\$116.62	\$116.00
10	Rate Analyst	\$96.00	3.2%	\$99.07	\$99.00
11	Analyst	\$80.00	3.2%	\$82.56	\$82.00
12	Assistant Analyst	\$64.00	3.2%	\$66.05	\$66.00
13	Clerical and Administration	\$75.00	3.2%	\$77.40	\$77.00

[1] Based on CPI-U from October 2022 to October 2023.



**THE CITY OF DAYTONA BEACH  
OFFICE OF THE PURCHASING AGENT**

Post Office Box 2451  
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080  
Fax (386) 671-8085

January 18, 2023

**CONTRACT RENEWAL  
RATE, FINANCIAL, AND MANAGEMENT CONSULTING SERVICES-RFP 19632**

Raftelis Financial Consultants, Inc, is currently providing rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties. Section 8 of the contract allows the City the option to renew for up to 3 additional one-year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The subject Contract is hereby changed as follows:

The City of Daytona Beach desires to exercise the second of three renewal options to have these services continued by Raftelis Financial Consultants for the period effective March 4, 2023, through March 3, 2024.

Per Section 3. Fee(s):

At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties. Adjusted hourly rates are hereby attached as Exhibit B-1.

All other terms and conditions remain unchanged.

THE CITY OF DAYTONA BEACH

Deric C. Feacher, City Manager

1-23-23

Date

C: Shannon Ponitz Director of Utilities  
Eric Smith, Deputy Director of Utilities

**Exhibit A - Daytona Beach Agreement****CONTRACT# PWD/241031**

City of Daytona Beach, FL

**March 4, 2023 Requested Hourly Rate Increases**

Line No.		Current Hourly Rate	Maximum Adjustment Allowed [1]	Maximum Hourly Rate (3/4/2023)	Requested Hourly Rate (3/4/2023)
1	Principal	\$250.00	7.7%	\$269.25	\$269.00
2	Associate	\$210.00	7.7%	\$226.17	\$226.00
3	Managing Consultant	\$195.00	7.7%	\$210.02	\$210.00
4	Principal Consultant	\$175.00	7.7%	\$188.48	\$188.00
5	Supervising Consultant	\$155.00	7.7%	\$166.94	\$166.00
6	Senior Consultant	\$135.00	7.7%	\$145.40	\$145.00
7	Rate Consultant	\$125.00	7.7%	\$134.63	\$134.00
8	Consultant	\$115.00	7.7%	\$123.86	\$123.00
9	Senior Rate Analyst	\$105.00	7.7%	\$113.09	\$113.00
10	Rate Analyst	\$90.00	7.7%	\$96.93	\$96.00
11	Analyst	\$75.00	7.7%	\$80.78	\$80.00
12	Assistant Analyst	\$60.00	7.7%	\$64.62	\$64.00
13	Clerical and Administration	\$70.00	7.7%	\$75.39	\$75.00

[1] Based on CPI-U from October 2021 to October 2022.



THE CITY OF DAYTONA BEACH  
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451  
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080  
Fax (386) 671-8085

RENEWAL OF CONTRACT

October 19, 2021

EMAIL  
[rsmith@raftelis.com](mailto:rsmith@raftelis.com)  
[rori@raftelis.com](mailto:rori@raftelis.com)

Raftelis Financial Consultants, Inc  
Ryan Smith, Manager  
341 North Maitland Avenue, Suite 300  
Maitland, FL 32751  
Ph: 407-628-2600

Re: Renewal of Utilities Rate, Financial, and Management Consulting Services

Dear Ryan:

Raftelis Financial Consultants, Inc is currently providing Utilities rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties by the above referenced bid. Section 8 of the contract allows the City the option to renew for up to 3 additional one year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the first of three renewal options to have this service continued by Raftelis Financial Consultants, Inc. for the period effective 3/4/2021 through 3/3/2022 under the same terms and conditions.

THE CITY OF DAYTONA BEACH

A blue ink signature of Deric C. Feacher, written over a horizontal line.

Deric C. Feacher, City Manager

10-20-21

Date

423/13

**GENERAL SERVICES CONTRACT  
CONTRACT NO. 19632**

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**THE PARTIES TO THIS CONTRACT** are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Rafftelis Financial Consultants, Inc., a Foreign for Profit Corporation registered with the State of Florida with its principal office located in Charlotte, NC (the "Consultant").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Scope of Services.**

Consultant will provide rate, financial, and management consulting services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract (the "scope of services").

**Section 2. Work Authorization.**

The project specific scope of services to be performed by the Consultant will be established by individual or separate work authorizations as approved by the City that delineates, among other things, the services to be performed by the Consultant, the cost to be invoiced by the Consultant for such services, and the schedule for completion of the scope of services. The work authorizations will be subject to scope definition and determination of the level of effort on a task-by-task basis.

During the term of this Contract, the City may, at its sole discretion, obtain said services from third parties in accordance with applicable law. In such an event, it is understood that the relationship between the Consultant and the City under this Contract shall be considered as neither barring Consultant from, nor granting special consideration to, the Consultant in the selection process for a consultant to provide such additional services.

Each task to be performed under this Contract shall be assigned to the Consultant by the City for accomplishment by a separate work authorization. For each task, the City shall request the Consultant to develop a scope of services and an estimate of cost, for review, revision and/or approval of the City. The format of the proposal from the consultant will refer to the contract number, the work authorization number, and state that acceptance of the proposal will be by issuance of a city purchase order. Upon mutual agreement of the scope of services, schedule for completion, and cost and basis of billing (lump sum or fixed fee or not-to-exceed price), the City shall issue a Purchase Order for each assigned work authorization.

**Section 3. Fee(s).**

(a) For the services provided by Consultant pursuant to this Contract, the City will pay Consultant a i) lump sum or fixed fee basis with payments made on a percent of completion basis; or ii) a not-to-exceed price which shall be based on the Direct Labor Rate and Standard Reimbursable Expense Schedule attached hereto as Exhibit B.

Except for any reimbursable expenses as specifically delineated on Exhibit B, Consultant will be solely responsible for all of costs Consultant incurs in meeting its obligations herein.

(b) At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties.

#### **Section 4. Billing; Manner of Payment.**

In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are based upon completion of specific tasks or a portion of the Scope of Services on a percent completion basis if a fixed or lump sum contract basis, or where payments are based on the Direct Labor Rate and Standard Reimbursable Expense Schedule delineated on Exhibit B. In addition, for the payment of reimbursable expenses associated with the performance of the scope of services as contained in the assigned work authorization, the invoice for such expenses will not be valid unless sufficient documentation is provided to the City by Consultant to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Consultant is not valid, within 30 days after receipt the City will provide notice to the Consultant identifying the deficiencies.

#### **Section 5. Standard of Performance.**

Consultant's services will at a minimum meet the level care and skill ordinarily used by members of Consultant's profession performing the type of services provided herein within the State of Florida.

#### **Section 6. Relationship between Parties.**

This Contract does not create an employee-employer relationship between the City and Consultant. Consultant is an independent Consultant of the City and will be in control of the means and the method in which the requested work is performed. As an independent Consultant, Consultant will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Consultant agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The



City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

**Section 7. Documents and Records.**

(a) All data, reports, estimates, and other materials furnished, prepared or executed by Consultant during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular work authorization for which such materials were prepared, executed, or otherwise required. This provision will not apply to Consultant proprietary computer software relied upon or developed by the Consultant to perform the scope of services as delineated in a work authorization unless specifically documented and provided for in the work authorization as agreed to by the parties.

(b) Public Records

(1) To the extent applicable, Consultant will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

A) Keeping and maintaining public records that the City requires for performance of the service provided herein.

B) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records; or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

C) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if Consultant fails to transfer such records to the City.

D) Upon completion of this Contract, keep and maintain public records required by the City to perform the service. Consultant will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

Phone: 386 671-8023  
Email: [clerk@codb.us](mailto:clerk@codb.us)  
Address: 301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

(2) Nothing herein will be deemed to waive Consultant's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

#### **Section 8. Effective Date and Term.**

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is two (2) years, commencing on the Effective Date. The City will have the option to renew this Contract for up to three (3) additional terms of one (1) year each, by providing Consultant written notice at least sixty (60) days before the end of the current Term.

If this Contract specifically provides that some or all of Consultant's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Consultant's material breach after notifying Consultant to suspend such services as provided below.

#### **Section 9. Termination.**

(a) The City may by written notice to Consultant terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Consultant at least thirty (30) day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Consultant's material breach of its contractual obligations, City must provide Consultant prior written notice, specifying the breach and demanding Consultant remedy the breach within ten (10) business days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within ten (10) business days of notice. This Contract will terminate automatically and without need for further notice if Consultant fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Consultant will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, estimates, reports, , and any and all such other information and materials of whatever type or nature as may have been accumulated by Consultant in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Consultant will be paid compensation for authorized services performed to the date of termination. If termination is due solely to Consultant's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Consultant will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Consultant's failure to fulfill contractual obligations it is judicially determined by a court of law that the Consultant had not so failed, the termination will be conclusively deemed to have been affected for the City's convenience. In such event, adjustment in payment to Consultant will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

#### **Section 10. Suspension of Services.**

If the notice of material breach issued by the City pursuant to the preceding Section so directs, Consultant will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

#### **Section 11. Indemnification.**

The Consultant hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the services performed provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

#### **Section 12. Insurance.**

Consultant will provide and maintain at Consultant's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(Remainder of page intentionally left blank)

(a) Coverage and Amounts.

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Consultant, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial General Liability** coverage for operations, independent Consultants, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) **Professional Liability Insurance**, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$1,000,000.

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two-year reporting tail beyond the annual expiration date of the policy).

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) **Proof of Insurance.** Consultant will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Consultant will not commence work until all proof of such insurance has been filed with and approved by the City. Consultant will furnish evidence of all required insurance in the form of certificates

of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, Consultant will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) **Cancellation; Replacement Required.** Consultant will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Consultant's prior knowledge Consultant will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at Consultant's expense if Consultant fails to do so.

(d) **Termination of Insurance.** Consultant may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Consultant has received written notification from the Risk Management Division of the City that Consultant may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Consultant if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** Consultant's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Consultant's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Consultant's failure to obtain insurance coverage.

Consultant will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Consultant that does not meet the requirements of this Contract.

(f) **Loss Deductible Clause:** The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant or sub-contractor providing such insurance.

### **Section 13. Notice.**

Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:

James V. Chisholm, City Manager  
City of Daytona Beach  
301 S. Ridgewood Ave.  
Daytona Beach, FL 32115  
Fax: 386-671-8010  
Email: [ChisholmJames@CODB.us](mailto:ChisholmJames@CODB.us)

To the Consultant:

Robert J. Ori, Executive Vice President  
Raftelis Financial Consultants, Inc.  
341 N. Maitland Ave., Suite 300  
Maitland, FL 32751  
Fax: 407-628-2610  
Email: [ROri@Raftelis.com](mailto:ROri@Raftelis.com)

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

**Section 14. Personnel.**

Consultant will not replace the Project Director or the Project Manager included in the Consultant's response to the request for proposals without the City's prior written approval. Consultant represents that Consultant has or will secure at Consultant's own expense all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

**Section 15. City's Responsibilities.**

The City agrees to make available for review and use by the Consultant, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Consultant to facilitate coordination and ensure expeditious review of work product.

**Section 16. Limitation on Waivers.**

Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Consultant will be construed to operate as a waiver of the City's rights under this Contract. Consultant will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Consultant's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(Remainder of page intentionally left blank)



**Section 17. Dispute Resolution.**

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within fourteen (14) calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within thirty (30) days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

**Section 18. General Terms and Conditions.**

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those

now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Consultant.

(d) **Truth in Negotiations Certificate.** Consultant hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of Consultant's services under this Contract.

(f) **Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Consultant agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Consultant agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Consultant.** The undersigned representative of Consultant represents and warrants the he or she is fully authorized to bind Consultant to the terms and conditions of this Contract.

(n) **Incorporation of RFP and Proposal.** The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

**THE CITY OF DAYTONA BEACH,  
FLORIDA**

**RAFTELIS FINANCIAL  
CONSULTANTS, INC.**

By:   
Derrick L. Henry, Mayor

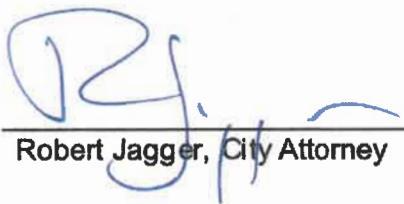
By:   
Printed Name: Robert J. Ori

Date: 3/4/20

Title: Executive Vice President  
Date: February 17, 2020

Attest:   
Letitia LaMagna, City Clerk

**Approved as to legal form:**

By:   
Robert Jagger, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

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**1.0 PURPOSE**

The purpose of this General Services Contract is for the Consultant to provide a rate, financial, and management services for the utility and other divisions and municipal activities of the City as deemed necessary from time to time by the City.

The City desires to conduct a detailed cost of service and rate evaluation and other financial analyses and evaluations on behalf of the water, wastewater, reuse, stormwater, and solid waste enterprise funds or business activities (collectively, the "Enterprise Funds"). Additionally, the City desires to evaluate the rates, fees and charges, including impact fees, for its municipal services, which include but are not limited to, parks, recreation and cultural, public safety including police, fire and emergency medical services, planning, zoning and building services, public works, fleet maintenance, general governmental and other related services (the "Municipal Services"). As a result of increased development, aging infrastructure, system expansion, changes in customer demographics, and changes in the cost of providing municipal and utility services; the City is requesting the Consultant to assist in preparing comprehensive financial, rate, cost of service, and management evaluations for the Enterprise Funds and other Municipal Services to provide for the recovery of its costs to provide service to its stakeholders and to promote a strong financial position over the long-run.

**2.0 SCOPE**

The Consultant shall provide assistance in budgeting and forecasting, ratemaking, management accounting assistance, financing activities assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services. Tasks that would be encompassed in the scope of services may include, but not be limited to, the following services:

1. Review and redesign the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, and fees in support of the Municipal Services as considered necessary based on cost of services and recovery principals.
2. Compile statistics and prepare projections of the Enterprise Funds and other municipal programs in support of the tasks provided, including number of customers served or requiring the services provided by the City, usage and generation rates, service utilization statistics, and other information necessary to provide planning and rate evaluation services.

3. Separately project annual revenue requirements for the Enterprise Funds and Municipal Services for planning and rate evaluation services.
4. Design rates and fees for service from the Enterprise Funds and for the Municipal Services to fund the identified revenue requirements or needs of the programs being evaluated.
5. Review and design appropriate fees for other miscellaneous services as provided by the Enterprise Funds or in support of the Municipal Services as considered necessary.
6. Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
7. Assist in the redesign of the four billing cycles used by the Enterprise Funds.
8. Review operations of the Enterprise Funds and of the Municipal Services to determine if additional services, charges and revenue enhancements are appropriate.
9. Perform financial sensitivity analyses on Enterprise Fund operations taking into account such factors as capital program implementation, regulatory changes; and other such issues that may cause a need to review financial operations.
10. Review the prevailing capital facilities (impact and development) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity in the facilities under consideration. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
11. Review operations, management and organizational structure, and performance by the City's Enterprise Funds and for Municipal Services.
12. Perform financial due diligence and transaction-related activities and services related to the acquisition of or the extension of utility service for water, wastewater, and reuse utility, solid waste systems or franchises, and stormwater utility management programs.
13. Provide assistance to the City in the development of Enterprise Funds and Municipal Services contracts, including but not limited to, rate ordinances and resolutions, wholesale and large user service agreements, solid waste disposal and collection service agreements, acquisition contracts, extension and development agreements, reuse or reclaimed water usage agreements, and inter-local agreements between the City and other public agencies. Services may involve drafting agreements, review of documents,



negotiations among affected parties and performance of financial or economic analyses required for evaluation.

14. Provide assistance in strategic planning activities for Enterprise Funds and Municipal Services.
15. Preparation of financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operations programs, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.
16. Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, banks, and other lending agencies.
17. Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
18. Provide assistance to the City in providing privatization and managed competition activities and cost evaluations.
19. Provide assistance to the City in support or determination of service affordability programs.
20. Provide information and technology and customer data base services in support of implementation and/or enhancement of Enterprise Fund and Municipal Services billing and customer accounting programs.
21. Provide management consulting services which could include but are not limited to evaluations, analyses, and production of operational, customer, human resources, management, and risk related processes, procedures, application, and methodology employed or considered by the City.

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**EXHIBIT B****DIRECT LABOR RATE AND STANDARD REIMBURSABLE EXPENSE SCHEDULE****RAFTELIS FINANCIAL CONSULTANTS, INC.****DIRECT LABOR HOURLY RATES**

Project Team Title	Direct Labor Hourly Rates [^]
Principal	\$250.00
Associate	\$210.00
Managing Consultant	\$195.00
Principal Consultant	\$175.00
Supervising Consultant	\$155.00
Senior Consultant	\$135.00
Rate Consultant	\$125.00
Consultant	\$115.00
Senior Rate Analyst	\$105.00
Rate Analyst	\$ 90.00
Analyst	\$ 75.00
Assistant Analyst	\$ 60.00
Administrative	\$ 70.00

**STANDARD COST RATES**

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals – per Employee	Standard per diem rates as established by Florida Statutes 112.061 for Class C travel for breakfast, lunch and dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

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**EXHIBIT C**  
**CITY OF DAYTONA BEACH**  
**REQUEST FOR PROPOSALS 19632**  
**WITH**  
**CONSULTANT'S RESPONSIVE PROPOSAL**

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The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference and will remain on file in the Office of the City Clerk.

**(Remainder of page Intentionally left blank)**



**THE CITY OF DAYTONA BEACH  
OFFICE OF THE PURCHASING AGENT**

Post Office Box 2451  
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080  
Fax (386) 671-8085

**CONTRACT RENEWAL  
RATE, FINANCIAL, AND MANAGEMENT CONSULTING SERVICES-RFP 19632**

The subject Contract is hereby changed as follows:

Raftelis Financial Consultants, Inc, is currently providing rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties. Section 8 of the contract allows the City the option to renew for up to 3 additional one-year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the second of three renewal options to have this service continued by Raftelis Financial Consultants for the period effective March 4, 2023 through March 4, 2024 under the same terms and conditions.

All other terms, conditions and prices remain unchanged.

THE CITY OF DAYTONA BEACH

Deric C. Feacher, City Manager

12-6-22

Date

C: Shannon Ponitz Director of Utilities  
Eric Smith, Deputy Director of Utilities



THE CITY OF DAYTONA BEACH  
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451  
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080  
Fax (386) 671-8085

RENEWAL OF CONTRACT

October 19, 2021

EMAIL  
[rsmith@raftelis.com](mailto:rsmith@raftelis.com)  
[rori@raftelis.com](mailto:rori@raftelis.com)

Raftelis Financial Consultants, Inc  
Ryan Smith, Manager  
341 North Maitland Avenue, Suite 300  
Maitland, FL 32751  
Ph: 407-628-2600


Re: Renewal of Utilities Rate, Financial, and Management Consulting Services

Dear Ryan:

Raftelis Financial Consultants, Inc is currently providing Utilities rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties by the above referenced bid. Section 8 of the contract allows the City the option to renew for up to 3 additional one year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the first of three renewal options to have this service continued by Raftelis Financial Consultants, Inc. for the period effective 3/4/2021 through 3/3/2022 under the same terms and conditions.

THE CITY OF DAYTONA BEACH

  
Deric C. Feacher, City Manager

10-20-21  
Date

983/13

**GENERAL SERVICES CONTRACT  
CONTRACT NO. 19632**

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**THE PARTIES TO THIS CONTRACT** are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Raftelis Financial Consultants, Inc., a Foreign for Profit Corporation registered with the State of Florida with its principal office located in Charlotte, NC (the "Consultant").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Scope of Services.**

Consultant will provide rate, financial, and management consulting services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract (the "scope of services").

**Section 2. Work Authorization.**

The project specific scope of services to be performed by the Consultant will be established by individual or separate work authorizations as approved by the City that delineates, among other things, the services to be performed by the Consultant, the cost to be invoiced by the Consultant for such services, and the schedule for completion of the scope of services. The work authorizations will be subject to scope definition and determination of the level of effort on a task-by-task basis.

During the term of this Contract, the City may, at its sole discretion, obtain said services from third parties in accordance with applicable law. In such an event, it is understood that the relationship between the Consultant and the City under this Contract shall be considered as neither barring Consultant from, nor granting special consideration to, the Consultant in the selection process for a consultant to provide such additional services.

Each task to be performed under this Contract shall be assigned to the Consultant by the City for accomplishment by a separate work authorization. For each task, the City shall request the Consultant to develop a scope of services and an estimate of cost, for review, revision and/or approval of the City. The format of the proposal from the consultant will refer to the contract number, the work authorization number, and state that acceptance of the proposal will be by issuance of a city purchase order. Upon mutual agreement of the scope of services, schedule for completion, and cost and basis of billing (lump sum or fixed fee or not-to-exceed price), the City shall issue a Purchase Order for each assigned work authorization.

**Section 3. Fee(s).**

(a) For the services provided by Consultant pursuant to this Contract, the City will pay Consultant a i) lump sum or fixed fee basis with payments made on a percent of completion basis; or ii) a not-to-exceed price which shall be based on the Direct Labor Rate and Standard Reimbursable Expense Schedule attached hereto as Exhibit B.



Except for any reimbursable expenses as specifically delineated on Exhibit B, Consultant will be solely responsible for all of costs Consultant incurs in meeting its obligations herein.

(b) At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties.

#### **Section 4. Billing; Manner of Payment.**

In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are based upon completion of specific tasks or a portion of the Scope of Services on a percent completion basis if a fixed or lump sum contract basis, or where payments are based on the Direct Labor Rate and Standard Reimbursable Expense Schedule delineated on Exhibit B. In addition, for the payment of reimbursable expenses associated with the performance of the scope of services as contained in the assigned work authorization, the invoice for such expenses will not be valid unless sufficient documentation is provided to the City by Consultant to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Consultant is not valid, within 30 days after receipt the City will provide notice to the Consultant identifying the deficiencies.

#### **Section 5. Standard of Performance.**

Consultant's services will at a minimum meet the level care and skill ordinarily used by members of Consultant's profession performing the type of services provided herein within the State of Florida.

#### **Section 6. Relationship between Parties.**

This Contract does not create an employee-employer relationship between the City and Consultant. Consultant is an independent Consultant of the City and will be in control of the means and the method in which the requested work is performed. As an independent Consultant, Consultant will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Consultant agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The

City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

## **Section 7. Documents and Records.**

(a) All data, reports, estimates, and other materials furnished, prepared or executed by Consultant during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular work authorization for which such materials were prepared, executed, or otherwise required. This provision will not apply to Consultant proprietary computer software relied upon or developed by the Consultant to perform the scope of services as delineated in a work authorization unless specifically documented and provided for in the work authorization as agreed to by the parties.

### **(b) Public Records**

(1) To the extent applicable, Consultant will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

A) Keeping and maintaining public records that the City requires for performance of the service provided herein.

B) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records; or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

C) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if Consultant fails to transfer such records to the City.

D) Upon completion of this Contract, keep and maintain public records required by the City to perform the service. Consultant will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:**

Phone: 386 671-8023  
Email: [clerk@codb.us](mailto:clerk@codb.us)  
Address: 301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

(2) Nothing herein will be deemed to waive Consultant's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

#### **Section 8. Effective Date and Term.**

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is two (2) years, commencing on the Effective Date. The City will have the option to renew this Contract for up to three (3) additional terms of one (1) year each, by providing Consultant written notice at least sixty (60) days before the end of the current Term.

If this Contract specifically provides that some or all of Consultant's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Consultant's material breach after notifying Consultant to suspend such services as provided below.

#### **Section 9. Termination.**

(a) The City may by written notice to Consultant terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Consultant at least thirty (30) day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Consultant's material breach of its contractual obligations, City must provide Consultant prior written notice, specifying the breach and demanding Consultant remedy the breach within ten (10) business days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within ten (10) business days of notice. This Contract will terminate automatically and without need for further notice if Consultant fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Consultant will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, estimates, reports, , and any and all such other information and materials of whatever type or nature as may have been accumulated by Consultant in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Consultant will be paid compensation for authorized services performed to the date of termination. If termination is due solely to Consultant's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Consultant will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Consultant's failure to fulfill contractual obligations it is judicially determined by a court of law that the Consultant had not so failed, the termination will be conclusively deemed to have been affected for the City's convenience. In such event, adjustment in payment to Consultant will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

#### **Section 10. Suspension of Services.**

If the notice of material breach issued by the City pursuant to the preceding Section so directs, Consultant will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

#### **Section 11. Indemnification.**

The Consultant hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the services performed provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

#### **Section 12. Insurance.**

Consultant will provide and maintain at Consultant's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(Remainder of page intentionally left blank)

(a) Coverage and Amounts.

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Consultant, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial General Liability** coverage for operations, independent Consultants, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) **Professional Liability Insurance**, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$1,000,000.

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two-year reporting tail beyond the annual expiration date of the policy).

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) **Proof of Insurance.** Consultant will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Consultant will not commence work until all proof of such insurance has been filed with and approved by the City. Consultant will furnish evidence of all required insurance in the form of certificates

of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, Consultant will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) **Cancellation; Replacement Required.** Consultant will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Consultant's prior knowledge Consultant will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at Consultant's expense if Consultant fails to do so.

(d) **Termination of Insurance.** Consultant may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Consultant has received written notification from the Risk Management Division of the City that Consultant may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Consultant if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** Consultant's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Consultant's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Consultant's failure to obtain insurance coverage.

Consultant will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Consultant that does not meet the requirements of this Contract.

(f) **Loss Deductible Clause:** The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant or sub-contractor providing such insurance.

### **Section 13. Notice.**

Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:

James V. Chisholm, City Manager  
City of Daytona Beach  
301 S. Ridgewood Ave.  
Daytona Beach, FL 32115  
Fax: 386-671-8010  
Email: [ChisholmJames@CODB.us](mailto:ChisholmJames@CODB.us)

To the Consultant:

Robert J. Ori, Executive Vice President  
Raftelis Financial Consultants, Inc.  
341 N. Maitland Ave., Suite 300  
Maitland, FL 32751  
Fax: 407-628-2610  
Email: [ROri@Raftelis.com](mailto:ROri@Raftelis.com)

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

**Section 14. Personnel.**

Consultant will not replace the Project Director or the Project Manager included in the Consultant's response to the request for proposals without the City's prior written approval. Consultant represents that Consultant has or will secure at Consultant's own expense all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

**Section 15. City's Responsibilities.**

The City agrees to make available for review and use by the Consultant, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Consultant to facilitate coordination and ensure expeditious review of work product.

**Section 16. Limitation on Waivers.**

Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Consultant will be construed to operate as a waiver of the City's rights under this Contract. Consultant will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Consultant's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

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**Section 17. Dispute Resolution.**

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within fourteen (14) calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within thirty (30) days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

**Section 18. General Terms and Conditions.**

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those

now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Consultant.

(d) **Truth in Negotiations Certificate.** Consultant hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of Consultant's services under this Contract.

(f) **Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Consultant agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Consultant agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Consultant.** The undersigned representative of Consultant represents and warrants that he or she is fully authorized to bind Consultant to the terms and conditions of this Contract.

(n) **Incorporation of RFP and Proposal.** The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.


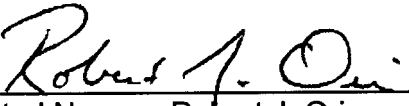
(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

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IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

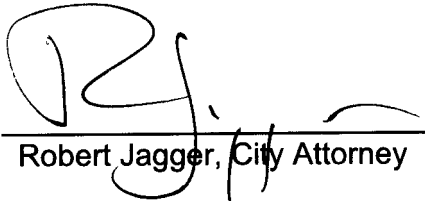
**THE CITY OF DAYTONA BEACH,  
FLORIDA**

**RAFTELIS FINANCIAL  
CONSULTANTS, INC.**

By:  By:   
Derrick L. Henry, Mayor Printed Name: Robert J. Ori  
Date: 3/4/20 Title: Executive Vice President  
Date: February 17, 2020

Attest:   
Letitia LaMagna, City Clerk

**Approved as to legal form:**

By:   
Robert Jagger, City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

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#### 1.0 **PURPOSE**

The purpose of this General Services Contract is for the Consultant to provide a rate, financial, and management services for the utility and other divisions and municipal activities of the City as deemed necessary from time to time by the City.

The City desires to conduct a detailed cost of service and rate evaluation and other financial analyses and evaluations on behalf of the water, wastewater, reuse, stormwater, and solid waste enterprise funds or business activities (collectively, the "Enterprise Funds"). Additionally, the City desires to evaluate the rates, fees and charges, including impact fees, for its municipal services, which include but are not limited to, parks, recreation and cultural, public safety including police, fire and emergency medical services, planning, zoning and building services, public works, fleet maintenance, general governmental and other related services (the "Municipal Services"). As a result of increased development, aging infrastructure, system expansion, changes in customer demographics, and changes in the cost of providing municipal and utility services; the City is requesting the Consultant to assist in preparing comprehensive financial, rate, cost of service, and management evaluations for the Enterprise Funds and other Municipal Services to provide for the recovery of its costs to provide service to its stakeholders and to promote a strong financial position over the long-run.

#### 2.0 **SCOPE**

The Consultant shall provide assistance in budgeting and forecasting, ratemaking, management accounting assistance, financing activities assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services. Tasks that would be encompassed in the scope of services may include, but not be limited to, the following services:

1. Review and redesign the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, and fees in support of the Municipal Services as considered necessary based on cost of services and recovery principals.
2. Compile statistics and prepare projections of the Enterprise Funds and other municipal programs in support of the tasks provided, including number of customers served or requiring the services provided by the City, usage and generation rates, service utilization statistics, and other information necessary to provide planning and rate evaluation services.

3. Separately project annual revenue requirements for the Enterprise Funds and Municipal Services for planning and rate evaluation services.
4. Design rates and fees for service from the Enterprise Funds and for the Municipal Services to fund the identified revenue requirements or needs of the programs being evaluated.
5. Review and design appropriate fees for other miscellaneous services as provided by the Enterprise Funds or in support of the Municipal Services as considered necessary.
6. Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
7. Assist in the redesign of the four billing cycles used by the Enterprise Funds.
8. Review operations of the Enterprise Funds and of the Municipal Services to determine if additional services, charges and revenue enhancements are appropriate.
9. Perform financial sensitivity analyses on Enterprise Fund operations taking into account such factors as capital program implementation, regulatory changes; and other such issues that may cause a need to review financial operations.
10. Review the prevailing capital facilities (impact and development) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity in the facilities under consideration. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
11. Review operations, management and organizational structure, and performance by the City's Enterprise Funds and for Municipal Services.
12. Perform financial due diligence and transaction-related activities and services related to the acquisition of or the extension of utility service for water, wastewater, and reuse utility, solid waste systems or franchises, and stormwater utility management programs.
13. Provide assistance to the City in the development of Enterprise Funds and Municipal Services contracts, including but not limited to, rate ordinances and resolutions, wholesale and large user service agreements, solid waste disposal and collection service agreements, acquisition contracts, extension and development agreements, reuse or reclaimed water usage agreements, and inter-local agreements between the City and other public agencies. Services may involve drafting agreements, review of documents,

negotiations among affected parties and performance of financial or economic analyses required for evaluation.

14. Provide assistance in strategic planning activities for Enterprise Funds and Municipal Services.
15. Preparation of financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operations programs, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.
16. Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, banks, and other lending agencies.
17. Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
18. Provide assistance to the City in providing privatization and managed competition activities and cost evaluations.
19. Provide assistance to the City in support or determination of service affordability programs.
20. Provide information and technology and customer data base services in support of implementation and/or enhancement of Enterprise Fund and Municipal Services billing and customer accounting programs.
21. Provide management consulting services which could include but are not limited to evaluations, analyses, and production of operational, customer, human resources, management, and risk related processes, procedures, application, and methodology employed or considered by the City.

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**EXHIBIT B****DIRECT LABOR RATE AND STANDARD REIMBURSABLE EXPENSE SCHEDULE****RAFTELIS FINANCIAL CONSULTANTS, INC.****DIRECT LABOR HOURLY RATES**

Project Team Title	Direct Labor Hourly Rates [^]
Principal	\$250.00
Associate	\$210.00
Managing Consultant	\$195.00
Principal Consultant	\$175.00
Supervising Consultant	\$155.00
Senior Consultant	\$135.00
Rate Consultant	\$125.00
Consultant	\$115.00
Senior Rate Analyst	\$105.00
Rate Analyst	\$ 90.00
Analyst	\$ 75.00
Assistant Analyst	\$ 60.00
Administrative	\$ 70.00

**STANDARD COST RATES**

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals – per Employee	Standard per diem rates as established by Florida Statutes 112.061 for Class C travel for breakfast, lunch and dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

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**EXHIBIT C**  
**CITY OF DAYTONA BEACH**  
**REQUEST FOR PROPOSALS 19632**  
**WITH**  
**CONSULTANT'S RESPONSIVE PROPOSAL**

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The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference and will remain on file in the Office of the City Clerk.

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July 23, 2024

Mr. Darren Park  
Public Works Director  
City of Ocala  
1805 N.E. 30th Avenue, Bldg. 300  
Ocala, FL 34470

Subject:    **Agreement to Perform Solid Waste Rate Consulting Services for the City of Ocala, Florida**

Dear Mr. Park:

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to submit this agreement (Agreement) to the City of Ocala, Florida (City) to provide solid waste rate consulting services to the City of Ocala, Florida (City), pursuant to the terms and conditions of the General Services Contract, Contract No. 19632, dated February 17, 2020 between the City of Daytona Beach, Florida and Raftelis (Attachment D) as renewed effective March 4, 2024. The City of Ocala shall have the same rights, duties, and obligations as the City of Daytona Beach for the work to be performed under this Agreement. The purpose of this Agreement is to describe the scope of services, as set forth on Attachment A of this Agreement, to be performed and the estimated total contract price of \$74,559 to perform such services on behalf of the City shown in Attachment C. As shown in Attachment C, the estimated total contract price includes the cost of the solid waste rate study at \$56,645 and three optional tasks totaling \$17,914.

Description	Total Fees and Expenses
Solid Waste Rate Study	\$56,645
Three Optional Tasks	17,914
<b>Estimated Total Contract Price</b>	<b><u>\$74,559</u></b>

## **GENERAL CONTRACT TERMS**

The contract terms regarding the project budget and scope, hourly rates for billing purposes, and other contract terms and conditions will be as set forth in the General Services Contract between the City of Daytona Beach and Raftelis as executed and adopted on February 17, 2020 related to a solid waste rate study for the City. A copy of the hourly direct labor rates for billing purposes as contained in the City of Daytona Beach Contract No. 19632 is included in Attachment D to this Agreement. A copy of the executed master agreement has been provided to the City under separate cover.

## **PROJECT TEAM AND BILLING RATES**

With respect to the performance of this engagement, Mr. Henry Thomas will be the Project Director and Mr. Thierry Boveri will be the Project Manager and primary contact with the City. Other analysts and

administrative personnel will be utilized during the course of the engagement as needed. Attachment B summarizes the direct labor hourly billing rates relative to this engagement which is made part of this Agreement.

## **SCOPE OF SERVICES**

The scope of services to be performed by Raftelis is included on Attachment A.

## **COMPENSATION AND BILLING**

Based on the scope of services as summarized in Attachment A and the direct labor billing rates as identified on Attachment B, we propose to establish a maximum not-to-exceed contract for the project in the amount of \$74,559. The proposed budget is summarized in Attachment C, which includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the project by Raftelis as well as an allowance for other direct expenses such as travel, telephone, and delivery charges. The costs incurred by Raftelis for such other direct costs, if any, would be billed to the City based on the standard rate for the recovery of such costs as identified in Attachment B. It is proposed that Raftelis would bill monthly for services relative to this engagement based on the sum of: i) the hourly amount of time spent by the project team members; and, ii) the other direct costs incurred to provide the financial consulting service per Attachment B. It is not anticipated that any subconsultants would be required to assist Raftelis in the completion of the project.

## **MUNICIPAL ADVISOR DISCLOSURE**

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing “advice” as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of “advice” includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the City should issue debt based on the terms and assumptions used to develop the financial plan or forecast, or that the City will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this rate model update, including any related municipal advice, is intended only to provide information useful in evaluating the potential impact on the utility and future rate adjustments of one potential course of action for the City. If the City decides at some future date to issue debt, then at that time the City will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the City’s

credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

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

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

## **PROJECT SCHEDULE**

Upon notification to proceed as provided by the City, Raftelis will complete the solid waste rate study between 120 days and 150 days depending on the availability of data. The completion of the study is subject to the availability of information provided to Raftelis from the City that would be necessary to conduct the study.

## **TERMS AND CONDITIONS**

Standard terms and conditions, which are made part of this agreement, are outlined in the General Services Contract (Contract No. 19632) as executed and adopted between the City of Daytona Beach, Florida and Raftelis Financial Consultants, Inc. on February 17, 2020.

**(Remainder of page intentionally left blank)**

We appreciate the opportunity to assist the City relative to its solid waste enterprise system. If this Agreement is acceptable to the City, please acknowledge below and provide a copy of the executed Agreement to Raftelis; this will serve as our notice to proceed. If you should have any questions regarding this Agreement, please do not hesitate to give me a call. We look forward to working with both the City and you on this project.

Respectfully submitted,

**Raftelis Financial Consultants, Inc.**

ACCEPTED BY:

**City of Ocala, Florida**

**Henry L. Thomas**

*Vice President*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

HLT/dlc

Attachments

\_\_\_\_\_  
Date

ATTACHMENT A

CITY OF OCALA, FLORIDA  
SOLID WASTE RATE STUDY

SCOPE OF SERVICES

---

## Task 1: Solid Waste Project Initiation and Management

### Solid Waste Project Initiation

We believe that the execution of a productive kick-off meeting is an effective way to begin a project of this nature. The goals for this meeting include:

- Reaffirm the scope of the project, work plan, and schedule with City staff;
- Discuss the responsibilities and roles of Raftelis staff and the requirements of City staff;
- Confirm project management check-in cadence;
- Clearly identifying the City's overall goals and objectives for the study; and
- Reviewing the data needs for the project.

Prior to the kick-off meeting, we will prepare a detailed data request list that will identify the information needed to complete the study. Information that is typically required to perform a comprehensive rate study includes recent Annual Comprehensive Financial Reports (ACFR), recent and current utility budgets, a description of service areas, current and historical billing data, utility plant in service records, debt service schedules, solid waste master plan, and long-term capital improvement plans. Some of this information will be readily available, whereas other components may require more detailed analyses of operational data, customer billing information, and costs.

### Solid Waste Project Management

In order to successfully complete the project, Raftelis will be in regular communication with City staff regarding data requests, data validation, data decisions, and reviewing preliminary and final results. Much of this can be accomplished through conference calls, emails, and demonstrations using tools such as Microsoft Teams or Zoom. These efforts provide for consistent and competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach so that the City is always aware of the project's status.

#### PLANNED MEETINGS:

- On-site kick-off meeting

**DELIVERABLES:**

- Data request list
- Agenda for kick-off meeting
- Documentation summarizing the results of the kick-off meeting

**Task 2: Solid Waste Data Collection and Review**

This task contemplates the collection and review of all necessary information for the solid waste component of the study and builds off the project kick-off meeting and submission of the initial data request as discussed in Task 1. A key objective of this task will be to ensure a thorough understanding of the solid waste operations and services, necessary facilities and capital investments required to provide service, current and long-term liabilities, and the corresponding financial operations of the system. Historical information will be reviewed related to costs, customers, waste / materials generation patterns, collection routing data, capital spending, and revenues generated to provide a better understanding of any recent changes in operating characteristics and to develop appropriate trends and growth factors for creating the financial plan. Other information reviewed will include regulatory requirements, bond covenants, contractual requirements, and capital plans for the solid waste utility. During this process we will begin to identify assumptions used to allocate and project costs that will be integrated into our model, such as allocation of labor and equipment costs by customer and service type. As these assumptions are identified, City staff will have an opportunity to review our findings to ensure that the assumptions are reasonable and consistent with regard to the City's solid waste system operations.

We will perform any necessary due diligence to validate the data before reliance of the information for the completion of the engagement. This may include, but not be limited to, validation of customer billing statistics by performing revenue tests (e.g., comparing reported revenues to calculated revenues from the product of the City's rates and customer billing data), cross referencing fixed asset records of the system for vehicle age and planned replacement relative to the CIP or fleet replacement plan, comparison of previously budgeted and actual reported expenses to assess historical spending execution rates, etc.

**Task 3: Survey of Comparable Solid Waste Rates**

We will work with City staff to identify up to 10 communities for comparison focusing on similar size, mix of customers, and services. The comparison will identify both the applicable fees and corresponding level of service (e.g., collection frequency), by type of service as applicable. We will summarize the solid waste rates and structures of these communities for City staff review.

**DELIVERABLES:**

- Solid Waste Comparison Survey and Rate Comparison Chart

**(Remainder of page intentionally left blank)**

## **Task 4: Develop Solid Waste Rates and Fee Methodologies and Recommendations**

### **Task 4.1 Discuss and Analyze Solid Waste System Costs**

Raftelis will meet with City staff in a web-based meeting to discuss the following issues:

- Service Area Impacts / Labor Costs
- Vehicles and Replacement Schedule
- Equipment
- Materials and Supplies

Discussion will focus on purpose of expenditures, vehicle/equipment replacement rates, and staff time associated with providing the service. Raftelis will use this information to review the current operations.

#### **PLANNED MEETINGS:**

- Web-based meeting to review fees issues set forth above

#### **DELIVERABLES:**

- Recommended updated fees, if any

### **Task 4.2 Solid Waste Financial Plan and Modeling**

#### **Current Revenue Analysis**

We will use the current customer billing information to model existing revenues and compare that modeled revenue to the actual revenue recorded in the City's accounting system. We will reconcile the model to the solid waste enterprise fund's financial statements. The purpose of this step is to confirm that the customer billing information used in the rate model is reasonable and accurate.

#### **PLANNED MEETINGS:**

- Web-based meeting to review revenue analysis

#### **DELIVERABLES:**

- Forecast of revenues under existing rates over multi-year forecast period

#### **Development of Financial Plans**

An important element in conducting a comprehensive rate study is to establish short- and long-term financial plans for the City's solid waste utility. In preparing these plans, we will analyze the City's current policies and practices for funding its operations, capital facilities plans, and debt service requirements. As appropriate, and as discussed with City staff, we will consider various financing options, or a combination of options, such as operating revenue, new debt/leases, and miscellaneous fees.



We will assist the City in achieving a suitable balance among the financing options when developing the proposed financial plans, which will accomplish the following:

- Ensure financial sufficiency to meet operating and capital costs as well as maintain prudent reserves
- Meet the City's service policies and objectives
- Establish rates that fairly distribute financing responsibility to appropriate users
- Result in an appropriate capital structure

Maintaining detailed financial plans will ensure that City's utilities are operating in a self-sufficient manner and meet any debt requirements.

The financial plan for the solid waste enterprise will include a capital improvement financing component that ensures the enterprise can fully finance the City's proposed capital improvement program while minimizing impacts to existing ratepayers.

### **Review and Evaluate Current Financial Information and Recommend Financial Policies and Programs**

As part of this task, Raftelis will evaluate the City's operating and capital reserve requirements as well as financial and rate policies and recommend any appropriate changes to the existing policies that will allow the enterprise to meet its financial goals more effectively. These financial policy requirements will include identifying appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of Capital Improvement Program (CIP), if needed; review of the level of transfers to the general fund to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency.

### **Develop Revenue Requirements**

This task will include the projection of budget items, such as annual costs related to labor, power, materials, capital expenditures, plant investment, O&M expenses, transfers, reserve contributions, and debt service using assumptions based on relevant economic factors and growth trends.

We will develop a forecast of revenue requirements over the multi-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations, and current economic trends. We will examine the effect of significant variations in factors that impact the enterprise's revenue requirements and provide comparisons of potential revenue requirement scenarios for review with the City to identify the projected revenue requirements used to establish proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will allow the City to adjust its expenses, transfers, and reserve balances or schedule capital projects to levelized rate impacts and maintain financial stability.

We will ensure the cost of service reflects the total cost of operations including potential costs associated with implementation of changes in solid waste operations. We can assist City staff in developing cost estimates for

implementation as needed, which may include estimating additional collection routing, vehicles, equipment, bins, staffing, and facilities, as may be necessary.

### **Develop Five-year Cash Flow Analysis and Recommend Reserve Balances**

We will develop a five-year cash flow analysis in Microsoft Excel to determine the revenue adjustments needed to meet projected revenue requirements for the five-year planning period. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the solid waste system, any transfers in and out of the enterprise funds, as well as current and proposed debt service requirements. The level of the transfers will be considered and compared to industry standards. We will also review the reserve policies to recommend appropriate reserve balances consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls.

This financial plan forms the basis for the rate model, which is discussed further in Task 5.

#### **PLANNED MEETINGS:**

- Web-based meeting to review multi-year financial plan

#### **DELIVERABLES:**

- Multi-year financial plan

## **Task 5: Solid Waste Projected Cost-of-service and Rate Calculation**

Based on the information we collect and the analyses performed in Task 4, we will summarize the City's revenue requirements as well as the cash balances for the City's enterprise fund over the five-year planning horizon. We will determine the revenue requirement for the current year by annualizing the City's fiscal year-to-date cash expenditures. We will project revenue requirements for future years by applying certain cost escalation factors and anticipated changes in the City's expenditures.

### **Task 5.1    Cost-of-service**

We will allocate the revenue requirement for the collection operations among the City's services and then by class of customer including residential and commercial sectors. Allocation factors will be developed that reflect level of service characteristics and solid waste collection practices. We will then compare the allocated revenue requirement for each customer sector with their respective revenues at the current rates. This will enable us to estimate the rate equity among customer classes. Additionally, it will provide us with a target revenue amount for use in designing new solid waste rates.

### **Task 5.2    Rate Calculation**

We will work with the City to update the existing rates based on the findings of the cost-of-service allocation conducted in Task 5.1. We will design based on the rate-making objectives that were identified at the kick-off meeting with City staff.

We will analyze the City's non-residential rates. In particular, we will analyze the non-residential rates on a per collection and per cubic-yard basis. We will also design rates for the City to provide bulk item pick-up services for residential customers.

Once the proposed rates have been designed for the test year, we will extend them for the study period to ensure that they will generate the targeted amount of revenue in future years based on the projected revenue requirements.

We will conduct a meeting with City staff to review the proposed rate scenarios. Together, we will re-visit the rate-making objectives discussed at the kickoff meeting and evaluate whether, and the extent to which, each of the rate scenarios meet the City's objectives.

### **Task 5.3    Comparison of Costs by Customer Class**

Based on the proposed rate structures identified in this task, we will develop a comparison of the cost of service to rate recovery under the new rates as well as existing rates. This will allow the City to understand any inequities in the existing rate structure as well as how any proposed changes to the rate structure addresses those inequities.

#### **PLANNED MEETINGS:**

- Web-based meeting with City staff to review costs by customer classes and resulting cost-based rates

#### **DELIVERABLES:**

- Cost functionalization and classification analyses as well as preliminary rate recommendations

### **Task 5.4    Solid Waste Rate Model Development**

An Excel-based computer model will be used to analyze revenue requirements; perform cost functionalization, classification, and allocation steps; and calculate proposed rates.

The model will incorporate the rate structures and rate calculation methodologies that are identified during Task 5. During the course of the project, City staff will be provided with working copies of rate model in Microsoft Excel so that they will be able to provide input into the development of the model. Once the project is complete, the City will be provided with a fully functioning copy of the model.

#### **DELIVERABLES:**

- Functional rate model for the City's future use

**(Remainder of page intentionally left blank)**

## **Task 6: Solid Waste Rate Study and Presentations**

### **Task 6.1    Solid Waste Rate Structure and Comparison**

Raftelis will prepare a comparative analysis of the City's current and proposed solid waste rates to comparable peer utilities. This comparison will be used in the study report and presentations of the findings of the study to provide a frame of reference for stakeholders and decision makers.

### **Task 6.2    Rate Study Draft and Final Report**

A draft report will be provided to document the rate development process, describe any recommended changes to the existing rate structures and the reason for such changes, and present the results of the cost-of-service and rate study. An electronic copy of the draft report will be presented to City staff for their review and comment. Based on the City's comments, a final report will be prepared.

### **Task 6.3    Solid Waste Presentations**

We will prepare a briefing document/PowerPoint presentation summarizing the rate study process, findings, and recommendations in a clear and concise manner. We will provide a draft of this presentation to City staff for their review and comment prior to delivering the final version.

Raftelis will also present our findings using this presentation and other outreach materials at a workshop and public hearing at the City's direction.

#### **PLANNED MEETINGS:**

- Web-based meeting to review draft report with City staff
- One on-site presentation to the City Council, as directed by City staff

#### **DELIVERABLES:**

- Rate comparison
- Draft report
- Final report
- PowerPoint presentation

## **Task 7: Prepare Solid Waste Rates and Fees for Adoption**

Raftelis will assist City staff with presentations of findings and results to the City Council. We will prepare and present the final rate study to the City Council at a public workshop and public hearing for rate adoption.

The team specializes in providing strategic communications, public engagement, and community involvement, and can provide the City with guidance, structure, strategies, tools, and tactics to communicate clearly and broadly to your customers and key stakeholders.

**PLANNED MEETINGS:**

- Public workshop
- Public hearing

**DELIVERABLES:**

- Draft notification language for City legal counsel's review/approval
  - PowerPoint presentation
- 

**OPTIONAL TASKS**

**Task 1: Economic / Policy Review of the City's Single Stream Recycling Program**

In conjunction with the City staff, Raftelis will perform an evaluation of the City's current single stream recycling program including evaluation of the City's:

1. Solid waste management policy objectives;
2. Recycling system participation / set-out rate, tonnage, and contamination rates;
3. Current recycling collection and processing costs; and
4. Potential avoided costs and/or other programmatic benefits.

The evaluation will include a summary of the cost / benefit of the City's current recycling program.

**Task 2: Cost / Benefit Evaluation of Underground Solid Waste Collection Technology**

In conjunction with City staff, Raftelis will prepare a preliminary evaluation of the feasibility of implementing an underground solid waste collection process for use in densely developed urban areas such as downtown Ocala. The evaluation would include the following:

1. Planning level estimate of cost based on case studies and sample costs for comparable or related projects;
2. Fiscal impacts to customers benefiting from service;
3. Identification of potential benefits and other policy considerations associated with implementation of the project; and
4. A summary of key findings and considerations to better weigh the cost and benefits of such an investment.

### **Task 3: Benchmarking of Franchise Fees**

In conjunction with City staff, Raftelis will perform a survey of other communities to evaluate the approaches implemented for franchise fees. This survey will focus on obtaining results from approximately 10 other comparable municipalities by operational size and resources. The intent of the survey will be to assess the following key items:

1. What is the methodology and mechanism used to assess franchise fees from private haulers (based on volume of waste collected, percentage of revenues collected, or others)?
2. How do the surveyed communities validate that the franchise fee revenues paid by private haulers are accurate, complete, and based on the mechanism identified for assessing franchise fees?
3. What are the administrative costs for auditing/validating revenues paid by private haulers?

The results of the survey will be summarized and discussed with City staff during a web meeting.

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**ATTACHMENT B**

**RAFTELIS FINANCIAL CONSULTANTS, INC.  
SCHEDULE OF DIRECT LABOR HOURLY RATES AND COST RATES**

**DIRECT LABOR RATES**

Project Team Title	Direct Labor Hourly Rates
Principal	\$277.00
Associate	\$233.00
Managing Consultant	\$216.00
Principal Consultant	\$194.00
Supervising Consultant	\$171.00
Senior Consultant	\$149.00
Rate Consultant	\$138.00
Consultant	\$126.00
Senior Rate Analyst	\$116.00
Rate Analyst	\$ 99.00
Analyst	\$ 82.00
Assistant Analyst	\$ 66.00
Clerical and Administration	\$ 77.00

**STANDARD COST RATES**

Expense Description	Standard Cost Rates
Mileage Allowance – Personal Car Use Only [2]	IRS Standard Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals – per Employee	Standard per diem rates as established by Florida Statutes 112.061 for Class C travel for breakfast, lunch, and dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

ATTACHMENT C

RAFTELIS FINANCIAL CONSULTANTS, INC.

PRELIMINARY JOB COST ESTIMATE FOR SOLID WASTE REVENUE SUFFICIENCY ANALYSIS

Tasks	Web Meetings	In-person Meetings	Hours					Fees	Expenses	Total Fees & Expenses
			HT	TB	SN	MO	Total			
1. Project Initiation and Management	1	0	2	2	4	2	10	\$2,182	\$0	\$2,182
2. Financial Plan Development	2	0	4	12	24	80	120	\$21,008	\$0	\$21,008
3. Survey of Comparable Solid Waste Rates	1	0	0	1	4	8	13	\$2,245	\$0	\$2,245
4. Develop Solid Waste Rates and Fee Methodologies and Recommendations	1	0	2	6	16	4	28	\$5,916	\$0	\$5,916
5. Projected Cost of Service and Rate Calculation	1	0	0	12	12	8	32	\$6,844	\$0	\$6,844
6. Draft Report and Internal Presentations	1	0	4	6	16	24	50	\$9,450	\$0	\$9,450
7. Final Report Preparation and Council Workshop	0	2	8	12	4	16	40	\$8,700	\$300	\$9,000
8. Optional Task: Economic / Policy Review of the City's Single Stream Recycling Program	1	0	2	8	12	24	46	\$8,674	\$0	\$8,674
9. Optional Task: Cost / Benefit Evaluation of Underground Solid Waste Collection Technology	1	0	2	8	12	0	22	\$5,098	\$0	\$5,098
10. Optional Task: Benchmarking of Franchise Fees	1	0	2	8	4	4	18	\$4,142	\$0	\$4,142
Total Meetings / Hours	10	2	26	75	108	170	379			
Hourly Billing Rate			\$277	\$277	\$194	\$149				
Total Professional Fees			\$7,202	\$20,775	\$20,952	\$25,330	\$74,259			
Total Fees										\$74,259
Total Expenses										\$300
Total Fees & Expenses										\$74,559

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## CITY OF OCALA SOLID WASTE RATE STUDY

### Task 1: Solid Waste Project Initiation and Management

#### Solid Waste Project Initiation

We believe that the execution of a productive kick-off meeting is an effective way to begin a project of this nature. The goals for this meeting include:

- Reaffirm the scope of the project, work plan, and schedule with City staff
- Discuss the responsibilities and roles of Raftelis staff and the requirements of City staff
- Confirm project management check-in cadence
- Clearly identifying the City's overall goals and objectives for the study
- Reviewing the data needs for the project

Prior to the kick-off meeting, we will prepare a detailed data request list that will identify the information needed to complete the study. Information that is typically required to perform a comprehensive rate study includes recent Annual Comprehensive Financial Reports (ACFR), recent and current utility budgets, a description of service areas, current and historical billing data, utility plant in service records, debt service schedules, solid waste master plan, and long-term capital improvement plans. Some of this information will be readily available, whereas other components may require more detailed analyses of operational data, customer billing information, and costs.

#### Solid Waste Project Management

In order to successfully complete the project, Raftelis will be in regular communication with City staff regarding data requests, data validation, data decisions, and reviewing preliminary and final results. Much of this can be accomplished through conference calls, emails, and demonstrations using tools such as Microsoft Teams or Zoom. These efforts provide for consistent and competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach so that the City is always aware of the project status.

#### PLANNED MEETINGS:

- On-site kick-off meeting

#### DELIVERABLES:

- Data request list
- Agenda for kick-off meeting
- Documentation summarizing the results of the kick-off meeting

### Task 2: Solid Waste Data Collection and Review

This task contemplates the collection and review of all necessary information for the solid waste component of the study and builds off the project kick-off meeting and submission of the initial data request as discussed in Task 1. A key objective of this task will be to ensure a thorough understanding of the solid waste operations and services, necessary facilities and capital investments required to provide service, current and long-term liabilities, and the corresponding financial operations of the system. Historical information will be reviewed related to costs, customers, waste / materials generation patterns, collection routing data,

capital spending, and revenues generated to provide a better understanding of any recent changes in operating characteristics and to develop appropriate trends and growth factors for creating the financial plan. Other information reviewed will include regulatory requirements, bond covenants, contractual requirements, and capital plans the solid waste utility. During this process we will begin to identify assumptions used to allocate and project costs that will be integrated into our model, such as allocation of labor and equipment costs by customer and service type. As these assumptions are identified, City staff will have an opportunity to review our findings to ensure that the assumptions are reasonable and consistent with regard to the City's solid waste system operations.

We will perform any necessary due diligence to validate the data before reliance of the information for the completion of the engagement. This may include, but not be limited to, validation of customer billing statistics by performing revenue tests (e.g., comparing reported revenues to calculated revenues from the product of the City's rates and customer billing data), cross referencing fixed asset records of the system for vehicle age and planned replacement relative to the CIP or fleet replacement plan, comparison of previously budgeted and actual reported expenses to assess historical spending execution rates, etc.

### **Task 3: Survey of Comparable Solid Waste Rates**

We will work with City staff to identify up to 10 communities for comparison focusing on similar size, mix of customers, and services. The comparison will identify both the applicable fees and corresponding level of service (e.g., collection frequency), by type of service as applicable. We will summarize the solid waste rates and structures of these communities for City staff review.

#### **DELIVERABLES:**

- Solid Waste Comparison Survey & Rate Comparison Chart

### **Task 4: Develop Solid Waste Rates and Fee Methodologies and Recommendations**

#### **4.1 Discuss and Analyze Solid Waste System Costs**

Raftelis will meet with City staff in a web-based meeting to discuss the following issues:

- Service Area Impacts / Labor Costs
- Vehicles and Replacement Schedule
- Equipment
- Materials & Supplies

Discussion will focus on purpose of expenditures, vehicle/equipment replacement rates, and staff time associated with providing the service. Raftelis will use this information to review the current operations.

#### **PLANNED MEETINGS:**

- Web-based meeting to review fees issues set forth above

#### **DELIVERABLES:**

- Recommended updated fees, if any

## **4.2 Solid Waste Financial Plan and Modeling**

### **Current Revenue Analysis**

We will use the current customer billing information to model existing revenues and compare that modeled revenue to the actual revenue recorded in the City's accounting system. We will reconcile the model to the solid waste enterprise fund's financial statements. The purpose of this step is to confirm that the customer billing information used in the rate model is reasonable and accurate.

### **PLANNED MEETINGS:**

- Web-based meeting to review revenue analysis

### **DELIVERABLES:**

- Forecast of revenues under existing rates over multi-year forecast period

### **Development of Financial Plans**

An important element in conducting a comprehensive rate study is to establish short- and long-term financial plans for the City's solid waste utility. In preparing these plans, we will analyze the City's current policies and practices for funding its operations, capital facilities plans, and debt service requirements. As appropriate, and as discussed with City staff, we will consider various financing options, or a combination of options, such as operating revenue, new debt/leases, and miscellaneous fees.

We will assist the City in achieving a suitable balance among the financing options when developing the proposed financial plans, which will accomplish the following:

- Ensure financial sufficiency to meet operating and capital costs as well as maintain prudent reserves
- Meet the City's service policies and objectives
- Establish rates that fairly distribute financing responsibility to appropriate users
- Result in an appropriate capital structure

Maintaining detailed financial plans will ensure that City's utilities are operating in a self-sufficient manner and meet any debt requirements.

The financial plan for the solid waste enterprise will include a capital improvement financing component that ensures the enterprise can fully finance the City's proposed capital improvement program while minimizing impacts to existing ratepayers.

### *Review and Evaluate Current Financial Information and Recommend Financial Policies and Programs*

As part of this task, Raftelis will evaluate the City's operating and capital reserve requirements as well as financial and rate policies and recommend any appropriate changes to the existing policies that will allow the enterprise to more effectively meet its financial goals. These financial policy requirements will include identifying appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of Capital Improvement Program (CIP), if needed; review of the level of transfers to the general fund to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency.

*Develop Revenue Requirements*

This task will include the projection of budget items, such as annual costs related to labor, power, materials, capital expenditures, plant investment, O&M expenses, transfers, reserve contributions, and debt service using assumptions based on relevant economic factors and growth trends.

We will develop a forecast of revenue requirements over the multi-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations, and current economic trends. We will examine the effect of significant variations in factors that impact the enterprise's revenue requirements and provide comparisons of potential revenue requirement scenarios for review with the City to identify the projected revenue requirements used to establish proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will allow the City to adjust its expenses, transfers, and reserve balances or schedule capital projects to levelized rate impacts and maintain financial stability.

We will ensure the cost of service reflects the total cost of operations including potential costs associated with implementation of changes in solid waste operations. We can assist City staff in developing cost estimates for implementation as needed, which may include estimating additional collection routing, vehicles, equipment, bins, staffing, and facilities, as may be necessary.

*Develop Five-year Cash Flow Analysis and Recommend Reserve Balances*

We will develop a five-year cash flow analysis in Microsoft Excel to determine the revenue adjustments needed to meet projected revenue requirements for the five-year planning period. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the solid waste system, any transfers in and out of the enterprise funds, as well as current and proposed debt service requirements. The level of the transfers will be considered and compared to industry standards. We will also review the reserve policies to recommend appropriate reserve balances consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls.

This financial plan forms the basis for the rate model, which is discussed further in Task 5.

**PLANNED MEETINGS:**

- Web-based meeting to review multi-year financial plan

**DELIVERABLES:**

- Multi-year financial plan

## **Task 5: Solid Waste Projected Cost-of-Service and Rate Calculation**

Based on the information we collect and the analyses performed in Task 4, we will summarize the City's revenue requirements as well as the cash balances for the City's enterprise fund over the five-year planning horizon. We will determine the revenue requirement for the current year by annualizing the City's fiscal year-to-date cash expenditures. We will project revenue requirements for future years by applying certain cost escalation factors and anticipated changes in the City's expenditures.

### **Task 5.1: Cost-of-Service**

We will allocate the revenue requirement for the collection operations among the City's services and then by class of customer including residential and commercial sectors. Allocation factors will be developed that reflect level of service characteristics and solid waste collection practices. We will then compare the allocated revenue requirement for each customer sector with their respective revenues at the current rates. This will enable us to estimate the rate equity among customer classes. Additionally, it will provide us with a target revenue amount for use in designing new solid waste rates.

### **Task 5.2: Rate Calculation**

We will work with the City to update the existing rates based on the findings of the cost-of-service allocation conducted in Task 5.1. We will design based on the rate-making objectives that were identified at the kick-off meeting with City staff.

We will analyze the City's non-residential rates. In particular, we will analyze the non-residential rates on a per collection and per cubic-yard basis. We will also design rates for the City to provide bulk item pick-up services for residential customers.

Once the proposed rates have been designed for the test year, we will extend them for the study period to ensure that they will generate the targeted amount of revenue in future years based on the projected revenue requirements.

We will conduct a meeting with City staff to review the proposed rate scenarios. Together, we will re-visit the rate-making objectives discussed at the kickoff meeting and evaluate whether, and the extent to which, each of the rate scenarios meet the City's objectives.

### **Task 5.3: Comparison of Costs by Customer Class**

Based on the proposed rate structures identified in this task, we will develop a comparison of the cost of service to rate recovery under the new rates as well as existing rates. This will allow the City to understand any inequities in the existing rate structure as well as how any proposed changes to the rate structure addresses those inequities.

#### **PLANNED MEETINGS:**

- Web-based meeting with City staff to review costs by customer classes and resulting cost-based rates

#### **DELIVERABLES:**

- Cost functionalization and classification analyses as well as preliminary rate recommendations

### **Task 5.4: Solid Waste Rate Model Development**

An Excel based computer model will be used to analyze revenue requirements; perform cost functionalization, classification, and allocation steps; and calculate proposed rates.

The model will incorporate the rate structures and rate calculation methodologies that are identified during Task 5. During the course of the project, City staff will be provided with working copies of rate model in

Microsoft Excel so that they will be able to provide input into the development of the model. Once the project is complete, the City will be provided with a fully functioning copy of the model.

**DELIVERABLES:**

- Functional rate model for the City's future use

## **Task 6: Solid Waste Rate Study and Presentations**

### **Task 6.1: Solid Waste Rate Structure and Comparison**

Raftelis will prepare a comparative analysis of the City's current and proposed solid waste rates to comparable peer utilities. This comparison will be used in the study report and presentations of the findings of the study to provide a frame of reference for stakeholders and decision makers.

### **Task 6.2: Rate Study Draft and Final Report**

A draft report will be provided to document the rate development process, describe any recommended changes to the existing rate structures and the reason for such changes, and present the results of the cost-of-service and rate study. An electronic copy of the draft report will be presented to City staff for their review and comment. Based on the City's comments, a final report will be prepared.

### **Task 6.3: Solid Waste Presentations**

We will prepare a briefing document/PowerPoint presentation summarizing the rate study process, findings, and recommendations in a clear and concise manner. We will provide a draft of this presentation to City staff for their review and comment prior to delivering the final version.

Raftelis will also present our findings using this presentation and other outreach materials at a workshop and public hearing at the City's direction.

**PLANNED MEETINGS:**

- Web-based meeting to review draft report with City staff
- One on-site presentation to the City Council, as directed by City staff

**DELIVERABLES:**

- Rate comparison
- Draft report
- Final report
- PowerPoint presentation

## **Task 7: Prepare Solid Waste Rates and Fees for Adoption**

Raftelis will assist City staff with presentations of findings and results to the City Council. We will prepare and present the final rate study to the City Council at a public workshop and public hearing for rate adoption.

The team specializes in providing strategic communications, public engagement, and community involvement, and can provide the City with guidance, structure, strategies, tools, and tactics to communicate clearly and broadly to your customers and key stakeholders.

**PLANNED MEETINGS:**

- Public workshop
- Public hearing

**DELIVERABLES:**

- Draft notification language for City legal counsel's review/approval
  - PowerPoint presentation
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**OPTIONAL TASKS**

**Task 1: Economic / Policy Review of the City's Single Stream Recycling Program**

In conjunction with the City staff, Raftelis will perform an evaluation of the City's current single stream recycling program including evaluation of the City's:

- 1) Solid waste management policy objectives;
- 2) Recycling system participation / set-out rate, tonnage, and contamination rates;
- 3) Current recycling collection and processing costs; and
- 4) Potential avoided costs and / or other programmatic benefits.

The evaluation will include a summary of the cost / benefit of the City's current recycling program.

**Task 2: Cost / Benefit Evaluation of Underground Solid Waste Collection Technology**

In conjunction with City staff, Raftelis will prepare a preliminary evaluation of the feasibility of implementing an underground solid waste collection process for use in densely development urban areas such as downtown Ocala. The evaluation would include the following:

- 1) Planning level estimate of cost based on case studies and sample costs for comparable or related projects;
- 2) Fiscal impacts to customers benefiting from service;
- 3) Identification of potential benefits and other policy considerations associated with implementation of the project; and
- 4) A summary of key findings and considerations to better weigh the cost and benefits of such an investment.