

RESOLUTION NO. 2014- 361

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 15-08 AND TO EXECUTE AGREEMENTS FOR FINANCIAL MANAGEMENT AND CONSULTING SERVICES

RECITALS

WHEREAS, the County desires to enter into a contract with Raftelis Financial Consultants, Inc. to provide Financial Management and Consulting Services for St. Johns County; and

WHEREAS, the scope of the services shall consist of providing financial and management services to be issued on a task order basis; and

WHEREAS, through the County's formal RFQ process, one (1) firm was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, and incorporated herein) and finds that entering into the Contract serves a public purpose.

WHEREAS, the contract will be finalized after further negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ 15-08 to Raftelis Financial Consultants, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft with Raftelis Financial Consultants, Inc. on behalf of the County to provide the scope of services as specifically provided in RFQ 15-08.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16 day of December, 2014.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 

Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 12/18/14



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

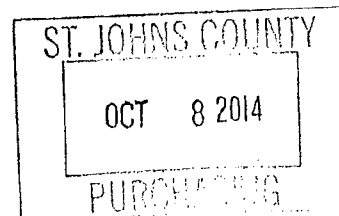
INTEROFFICE MEMORANDUM

TO: Frank Kenton, Utilities Administrative Manager
FROM: Bridget Mein, Contracts Coordinator
SUBJECT: RFQ 15-08 Financial and Management Consulting Services
DATE: Friday, October 3, 2014

Attached please find a copy of the only proposal submitted in response to the RFQ 15-08 for your review and files. Please review, evaluate and make a written recommendation for the award of this project. Also, please indicate the budgeted amount for this item along with the appropriate charge code and return this form to my attention.

Please let me know if I can assist your department in any other way.

Dept. Approval C. Kenton
Date 10/7/14
Budget Amount 4409 - \$100,000 4470 \$40,000
Account Funding Title Utility Administration
Funding Charge Code 4409-53100 \$ 4470-53100
Award to Rafelis Financial Consultants, Inc.
Award Amount As needed





St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

October 8, 2014

RE: RFQ 15-08 Financial and Management Consulting Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to **Raftelis Financial Consultants** as the Number One Ranked Firm for **RFQ 15-08 Financial and Management Consulting Services**. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 4:00 on October 13, 2014.

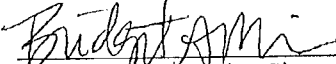
Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention, Bridget Mein, Contracts Coordinator, in the Purchasing Department at bmein@sjcfl.us.

If you have any questions regarding this Notice of Intent to Award please contact Dawn Cardenas, Purchasing Manager, St. Johns County Purchasing Department at (904) 209.0152.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: **October 8, 2014**

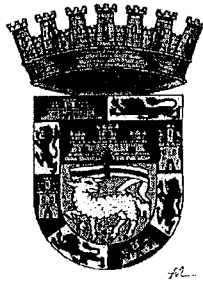
Bridget Mein, Contracts Coordinator
Name & Title (Printed)

REQUEST FOR QUALIFICATIONS

RFQ #15-08

FOR

Financial and Management Consulting Services



Issued By:

**St. Johns County, Florida
St. Johns County Purchasing Department
500 San Sebastian View
Saint Augustine, Florida 32084**

Due Date/Time for Receipt of Proposals: October 2, 2014 @ 4:00 p.m.



**RFQ#15-08
ST. JOHNS COUNTY, FLORIDA
REQUEST FOR QUALIFICATIONS**

FINANCIAL AND MANAGEMENT CONSULTING SERVICES

In accordance with the provisions of Florida Statutes and St. Johns County Purchasing Procedures, notice is hereby given that St. Johns County, a political subdivision of the State of Florida, will accept letters of interest and qualifications statements **until 4:00 P.M. on October 2, 2014**, at the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084 for **FINANCIAL AND MANAGEMENT CONSULTING SERVICES**.

RFQ documents may be obtained from Bridget Mein, Contracts Coordinator, St. Johns County Purchasing Department, via email request to bmein@sjcfl.us, or by calling Onvia Demand Star at 800-711-1712 and requesting Document **#15-08**. Many packages can be downloaded from the Internet. Check the Agency's site for download availability and any applicable fees. Vendors registered with DemandStar.com can download most packages at no cost from their web site – www.demandstar.com.

CONTACTS - Questions related to this RFQ shall be directed **in writing to Bridget Mein**, Contracts Coordinator, St. Johns County Purchasing Department, fax (904) 209-0163, or email bmein@sjcfl.us. **Inquiries related to the work scope, clarification or corrections must be in writing to the contact name shown above** via fax, email or mail and must be received **in writing** no later than **4:00 P.M. on September 18, 2014**. No verbal inquiries will be accepted. All addenda will be issued by the Purchasing Department no later than **September 25, 2014**. Do not contact any other staff member of St. Johns County, except Bridget Mein, Contracts Coordinator, with regard to this RFQ. Contact with any other County employee associated with these services during the RFQ process is strictly prohibited. All inquiries will be routed by the Purchasing Department to the appropriate staff member for response.

DUE DATE AND LOCATION - The letters of interest and supplemental information will be received until **4:00 p.m. on October 2, 2014**. Mail or deliver all proposals to Bridget Mein, Contracts Coordinator, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.

Qualified firms desiring to respond to the RFQ must submit one clearly labeled original and five labeled copies for a total of six (6) proposal packages, **clearly marked on the outside of the package: "Sealed Proposal for RFQ #15-08 FINANCIAL AND MANAGEMENT CONSULTING SERVICES"** by or before the time stipulated above. St. Johns County reserves the right to reject any or all proposals, waive minor formalities or award to and negotiate with the firm whose proposal best serves the interest of the County.

SCOPE OF SERVICES - The St. Johns County Utility Department (SJCUD), which is located at 1205 State Road 16, St. Augustine, Florida 32084, desires to secure the following Financial and Management Consulting Services including, but not limited to:

- A. Provide services in the design and implementation of user charges, for capacity development charges, and other service fees for water, reclaimed water, and wastewater.
- B. Development of a long-range financial plan and provide a model to forecast rates and expenses incorporating capital, revenue planning, rate adjustments and other variables.
- C. Provide financial reports and analysis associated with various forms of debt financing.
- D. Provide assistance in developing financial models for utility purchases, capital financing, asset management, etc.
- E. Provide consulting services on developing financial management structures, policies and processes within the utility.

Work will be awarded by task order on a project-by-project basis that may include any or all of the above mentioned services, or services not specifically mentioned, but directly related to the specified discipline. Individual(s) or firm(s) may sublet, subcontract or otherwise engage the services of a third party. The subcontractor information and proposal must be disclosed in the response to the proposal. However, the primary consultant **must** be responsible for all the work performed. The contract amount for services on any single project or task order will not exceed the limit set forth by current Florida Statute. The agreement(s) shall be governed by and construed in accordance with the laws of the State of Florida.

Generally, the method of compensation preferred by the County is on an hourly basis for services rendered, in accordance with an established fee schedule & actual hours. A "Fee Schedule" will be negotiated & agreed upon at the time of execution of each agreement & will be a part of the contract documents. All payments, fees, reimbursements, and costs will be based on the fee schedule established for the successful proposer(s). The Fee Schedule will designate the hourly rate / unit rates for each position title specified. Deviations from the negotiated fee schedule are strictly prohibited, without the prior written consent of the Purchasing Manager. The task order proposals will detail the services required to complete the project. The total labor hours required for each activity, the total cost for each activity to include labor, materials, reimbursables and mileage must be included in the task order proposals. All task order fees will be in accordance with the contractual negotiated fee schedule. The successful individual(s) or firm(s) will be paid no more frequently than on a monthly basis, upon the receipt any deliverables required in each task order and a valid invoice or statement.

In the event that a Consultant is recommended for a contract after the qualifications based ranking, the firm will be required to submit hourly rates for staff & principal, including base rate, overhead & profit.

PROPOSAL FORMAT AND ADDITIONAL INFORMATION: Any qualified firm(s) or individual(s) desiring to provide the required services should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant.

All proposals must follow the same format. No exceptions to this format will be accepted. The aim of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

To be accepted for evaluation, the proposal format must address all required components in the order given in this RFQ. The Proposal must be submitted with headings, sections, & subsections identified appropriately. The total number of pages in Sections 1 through 6 will be limited to a total of sixty (60) double-sided sheets. Neither the cover letter, section dividers, nor front and back cover will count towards the maximum sheet count. The font for the entire proposal shall be Times New Roman and no smaller than 10 point, except for document photocopies or documents not originally produced by the proposing firm.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that Proposals be organized in the manner specified as follows:

Cover Letter - Provide a one-or two-page cover letter. The cover letter should include the following:

- Name of the Firm submitting the response;
- A brief statement that the Firm has a complete understanding of the services to be provided under a continuing contract;
- A brief statement that the firm is responding to St. Johns County's request for qualifications to provide Financial and Management Consulting Services to St. Johns County, Florida;
- Name(s), title(s), phone number(s), fax number(s), email and street addresses of the individual with responsibility for the response and to whom matters regarding this RFQ should be directed;
- The names, title, phone number, fax number, e-mail addresses, and street addresses of the person(s) in the consultant's organization who will be the client services' manager and senior project manager(s) who will be responsible for coordinating all projects.

- Brief narrative and/or highlights of the Firm's qualifications and ability to provide and perform the requested services to St. Johns County;
- Such other information as the respondent deems appropriate.

Section 1: Experience with Similar Projects and St. Johns County – This section should showcase different services, studies, and/or reports that have been successfully completed. Selected projects should be relevant in size and scope to the SJCUD. The majority of projects included in this section should be in the State of Florida. Include a one or two-page project description that demonstrates capabilities in specific skills, experience with similar public utilities, and/or local project experience within the past five years. Include the name of the organization, date of the project, and the name of the client's project manager to contact for a reference.

Section 2: Staff Qualifications & Project Team – Provide the following information, at a minimum, about your consulting firm:

- The firm's name, website address, business address, phone number, and fax number
- Types of services and products offered
- Number of years in business; number of years working for public utilities
- Total number of employees; number of employees working in the financial and management consulting group
- The location(s) of the office(s) that would provide the project services
- A statement of the firm's background & experience relative to the qualifications required in this RFQ.
- Nature & extent of projects related to rate making, bond issuance & long range planning for the past 5 years. Discuss the amount of work performed by the office where the project manager is located.
- Introduce the proposed staff that will be working on the projects. Provide information about the staffs' experience relative to the services listed above, highlighting the experience of the senior members that will be working on the projects.
- For each key person that would be assigned to the projects, include a one or two-page résumé that includes a summary of relevant professional qualifications, length of service with the firm, total years involved in financial and management consulting, relevant project experience, education, and professional registration.

Section 3: Familiarity with St. Johns County and/or the Utility - This section should showcase the firm's knowledge of the Utility's issues and provide examples of services, studies and/or reports that have been successfully completed for St. Johns County and/or the Utility. Include a one or two-page project description that demonstrates these capabilities. Include the name of the project manager to contact for a reference.

Section 4: Schedule and Availability - Describe your projected resource availability for projects and the different office locations that will contribute to the project and their roles. If multiple offices work on the project, describe how the project is coordinated between the offices.

Section 5: References - List of three (3) to five (5) references from clients for which projects relevant to the scope of services listed in this RFQ have been performed in the past three (3) years. Please include name(s), title(s), address(es), phone number(s), email address(es) of the primary contact and that person's relationship to the project.

Section 6: Administrative Information - Please include the following:

- Indicate whether the proposing Firm has ever had a contract/agreement relationship terminated/cancelled/suspended. If so, what were the reasons, and what was the ultimate outcome?
- Indicate whether proposing firm has ever filed an administrative or judicial action with any state Agency or state court. If so, what were the grounds/reasons, and what was the ultimate outcome? List all legal proceedings your firm has been involved in over the past 10 years.
- Conflict of Interest - All proposers must identify any past, present and/or future contractual or

personal relationships with employees of St. Johns County or officials or appointed officers which would have actual or the appearance of a conflict of interest.

- D. The selected Consultant(s) may be required to submit three (3) years' annual financial statements, including company financial statement summaries, certified by a certified public accountant, prior to contract execution.
- E. The consulting firm shall supply information that is fully responsive to the RFQ, including, but not limited to, provision of any required license, permits, insurance, rate sheets & organizational papers.
- F. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the RFQ submittal and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the County prior to final execution of the contract.**
- G. Proof of Insurance and its limits as follows:
1. The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the County.
 2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County for review and approval prior to the execution of the contract. The Certificates shall provide for the following:
 - The County will be named as additional insured on both the General Liability and Auto Liability policies.
 - The County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.It is the responsibility of the Consultant to insure that all subcontractors comply with all insurance requirements. These are minimum requirements which are subject to modification in response to high hazard operations.
 3. The Consultant shall maintain during the term of this Contract, standard Professional Liability Insurance.
 4. The Consultant shall maintain during the life of this Contract, Commercial General Liability Insurance. This shall include coverage for:
 - Premises/operations
 - Products/complete operations
 - Contractual liability
 - Independent contractors
 5. The Consultant shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance. This shall include coverage for:
 - Owned autos
 - Hired autos
 - Non-owned autos
 6. The Consultant shall maintain during the life of this Contract, Workman's Compensation Insurance to meet statutory limits as are required by the law for all of its employees per Florida Statute 440.02. This policy must include Employer Liability.

INSURANCE REQUIREMENTS - The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. A brief description of operations shall also be listed as a description on the certificate.

Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

- A. Standard Contract for Service: \$500,000 or less with no unusual hazards** - The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

- B. Major Contract for Service: \$500,000 or more with unusual or high hazards** - The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

EVALUATION OF PROPOSALS: St. Johns County intends to select consultants that demonstrate, in the County's opinion, the highest degree of compliance with the criteria listed below. With those consultants, St. Johns County will negotiate the technical aspects of the scope of work, deliverables, schedule, and fee on a project by project basis.

Please see attached Evaluation Criteria and Evaluation Sheet. Proposals will be reviewed by an evaluation team. Final team rankings will be summarized and a recommendation will be presented to the Board of County Commissioners for approval and authorization to negotiate with approved/selected firms.

The County may elect to conduct oral interviews or presentations from one or more of the proposal respondents. If the County elects to conduct oral presentations or interviews, such presentations or interviews will be conducted in accordance with Florida Sunshine Laws and will be open to the public. Selected firms will be notified if presentations/interviews are required. The County desires to avoid the expense to all parties of unnecessary presentations. The evaluation team will make every reasonable effort to make recommendations based upon the written submittals alone.

Proposals will be evaluated in compliance with Florida Statutes, St. Johns County Purchasing Policy and the specific criteria as follows:

- A. Compliance with RFQ Instructions.** The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification. (0 to 5 points)
- B. Experience with Similar Projects and St. Johns County.** The proposal will be evaluated on the basis of project experiences that include types of projects highlighted in the Scope of Services. Projects completed for the County and other city, county, state or federal agencies will be considered. (0 to 25 points)
- C. Staff Qualifications and Firm Background.** The proposals will be evaluated on the basis of the consultant's demonstrated staff qualifications. Also, the proposal will be evaluated on the basis of the consultant's background, including the number of years in business completing project types similar to those required in this RFQ. (0 to 25 points)
- D. Schedule and Availability.** The projected resource availability will be evaluated in the selection of the consultants. A firm's close proximity to St. Johns County would be important to availability. (0 to 10 points)
- E. References.** The proposal will be evaluated based on submittal of references. (0 to 5 points)

Please refer to the attached Evaluation Sheet for Ranking of Professional Services. Proposals will be reviewed by an evaluation committee. Evaluation Committee members will individually review proposals with no discussion amongst themselves. The Evaluation Committee will meet to compile the evaluators' scores and rank the responding firms in order. Each proposer will receive notification regarding the date, time and location of this meeting. This will be a public meeting conforming to all applicable State of Florida Sunshine Laws.

Members of the Evaluation Committee will review & evaluate each written proposal in accordance with the following criteria:

Criteria	Rating Points
Compliance with RFQ Instructions	0-5
Experience with Similar Projects and St. Johns County	0-25
Staff Qualifications and Firm Background	0-25
Schedule and Availability	0-10
References	0-5
Maximum Points Allowed	0-70

Final rankings will be compiled, summarized & ranked in a Public Meeting. All Respondents will be notified regarding time, date, & location of this meeting. This meeting will be held in accordance to all applicable Sunshine Laws according to Florida Statutes. A recommendation will be presented to the Board of County Commissioners for approval & authorization to negotiate contracts. Award of this RFP shall be made to the proposer(s) who, in the sole opinion of the County, is (are) deemed the most advantageous for the County. Upon selection of the top ranked firm(s) and BOCC approval, St. Johns County will negotiate the specific terms of the contract including fees and cost. Any and all services not part of the original Scope of Work shall be considered additional services and shall not be implemented until approved by St. Johns County and a Contract Amendment is fully executed by all parties.

CONTINUING SERVICES CONTRACT TERM: It is anticipated that St. Johns County will issue a professional services continuing contract for three years with three annual renewal options with one or more individual(s) or firm(s). Any contract(s) negotiated with any individual(s) or firm(s) responding to this Request for Qualifications will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

It is the intent of St. Johns County, if successful with contract negotiations, to enter into a Continuing Contract for Professional Services for an initial three (3) year period with provisions for three (3) one (1) year renewal options. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds & the need for services. Any contract(s) negotiated with any firm(s) responding to this RFQ will be non-exclusive. Any additional service options would require submission of a proposal & related fees for approval by St. Johns County **prior** to any work being implemented. These additional services will be added to the Standard Contract by Contract Amendment or Change Order.

The County may consider extending any executed Contract/Agreement under mutually acceptable terms and conditions. However, the County is under no obligation to extend any executed Contract/Agreement. Moreover, it is expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of any executed Contract/Agreement, including specifically, the Scope of Work/Services.

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Proposer.

The competence, responsiveness, and responsibility of proposers will be considered in making the award. Proposers are required to submit with their proposal, data in regard to their qualifications as a service provider including experience, and list of current companies successfully being serviced that are comparable to this request. Please include names and telephone numbers of persons to contact.

The proposer declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this

proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

The County is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals. The County will not be liable for any costs incurred by the Proposer in connection with interviews/presentations (i.e., travel, Accommodations, etc.). It is expressly understood, no Proposer may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) & except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFQs and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received in response to this Request for Qualifications will become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

In the event that a contract/agreement is attached to the RFQ, such attached contract/agreement is for discussion purposes only, and not necessarily reflective of any contract that may be ultimately entered into by the County. In the event that a contract/agreement is not attached to the RFQ, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a contract/agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any proposal, contract negotiations will follow between the County and the selected Proposer. It is further expressly understood that no Contractual relationship exists with the County until a contract has been executed by both the County, and the selected proposer. The County reserves the right to delete, add to, or modify one or more components of the selected proposer's proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no proposer (whether selected or not) may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the proposer. By submitting a proposal, a proposer agrees to be bound by these terms and provisions of the RFQ.

BID PROTEST - Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

INDEMNIFICATION - To the fullest extent permitted by law, the Consultant shall indemnify & hold harmless St. Johns County, Florida, & employees from & against liability, claims, damages, losses &

expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

St. Johns County Administrative Code Section 304.6.5 Procedures Concerning Lobbying.

Bidders, proposers, & those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the bid solicitation, RFP or RFQ, and continues until the Purchasing Director, County Administrator, or designee, or Board Chairperson executes a contract on behalf of the County. For procurements that do not require Board approval, the blackout period starts when the bid solicitation, RFP or RFQ is issued and ends upon contract award. For any questions concerning a Bid/RFP/RFQ, a bidder or proposer must contact the person listed in the Bid/RFP/RFQ as the Contact Person or Point Person for the County. Bidders or proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, & shall be subject to debarment for periods up to 12 months.

"Blackout" for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with Board members, the County Administrator, or County staff, other than the designated purchasing agent, and to a time when Board members, the County Administrator, or County staff, other than the designated purchasing agent, shall not communicate in any manner with vendors, contractors, consultants, or their agents or representatives, regarding potential contracts with the Board. The blackout period begins once an invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, invitation to negotiate, RFP or RFQ.

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

Purchasing Department
St. Johns County Board of County Commissioners
Definitions of Evaluation Criteria for
Ranking of Consultants

+

- A. Compliance with RFQ Instructions (0 to 5 points)** - The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification. *This will be graded on a 0 – 5 scale.*
- B. Experience with Similar Projects and St. Johns County (0 to 25 points)** - The proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Work and Services required. Projects completed for the County and other city, county, state or federal agencies will be considered. *This will be graded on a 0 – 25 scale.*
- C. Staff Qualifications and Firm Background (0 to 25 points)** - The proposals will be evaluated on the basis of the consultant's demonstrated staff qualifications, which must include a Professional Engineer licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the consultant's background, including the number of years in business. *This will be graded on a 0 – 25 scale.*
- D. Schedule and Availability (0 to 10 points)** - The projected resource availability will be evaluated in the choice of the consultants, although St. Johns County understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to St. Johns County would be important to availability. *This will be graded on a 0 – 10 scale.*
- E. References (0 to 5 points)** - To avoid duplication, the Administrative Manager, or his designee, will contact and rank references. *This will be graded on a 0 – 5 scale.*

ORIGINAL



ST. JOHNS COUNTY

**FINANCIAL AND MANAGEMENT
CONSULTING SERVICES**

RFQ #15-08 | October 2, 2014



950 S. Winter Park Drive
Suite 240
Casselberry, FL 32707

Phone 407 . 960 . 1806
Fax 407 . 960 . 1803

www.raftelis.com

September 30, 2014

St. Johns County Purchasing Department
Ms. Bridget Mein
Contracts Coordinator
500 San Sebastian View
St. Augustine, FL 32084

RE: RFQ #15-08 Financial and Management Consulting Services

Dear Ms. Mein:

Raftelis Financial Consultants, Inc. (RFC) is pleased to submit this proposal to assist St. Johns County (County) with professional financial and management consulting services. We appreciate the opportunity to submit this proposal, which details our qualifications and experience to meet the County's requirements. We believe that our unique combination of qualifications, resources, and extensive experience on previous County projects will provide the highest level of professional service and benefit to the County and its customers. RFC fully understands and has the experience and resources to provide the services being requested by the County in their RFQ #15-08 for Financial and Management Consulting Services.

As set forth in this submittal, RFC personnel are familiar with the County and especially the two utility service area characteristics and history. The County's utility will be facing many challenges in the future to address refurbishments, expansion of services, and regulatory requirements all compounded by a dispersed utility service area that varies throughout the County. RFC is proud to have been involved with the County's fiscally prudent approach in providing the highest levels of service while minimizing impacts on user rates. RFC has an established team located in Florida that is prepared to continue assisting the County with working through future challenges and meeting the County's goals in a timely manner. RFC personnel in Florida have successfully managed previous projects for the County and have worked with the County's financial advisor and engineers on projects for the County and other jurisdictions.

In addition, we are uniquely qualified to assist because our senior staff has worked with the County since 1997 on a variety of projects including, but not limited to:

- » Water, wastewater, and reclaimed water rate, UCF, and related studies
- » Financial feasibility report for issuance of bond
- » Participation in credit ratings
- » Utility acquisitions
- » Development of reclaimed water rates and policies

RFC was established in 1993 to provide financial, rate, and management consulting services of the highest quality to public and private water and wastewater utilities. RFC has grown to be the largest and one of the most experienced utility rate and financial consulting firms in the country. Our staff have provided rate and/or financial planning assistance to more than 500 utilities across the United States and conducted thousands of studies. No one in the industry can equal RFC's combination of size, efficiencies, and corporate independence. Our mission has always been focused on assisting our clients with meeting their needs of financial viability, and we have no "stake" in the scope and depth of a utility's capital investments which allows us to avoid the potential for conflicts.


It should be noted that under the Dodd-Frank Wall Street Reform and Consumer Protection Act all firms that provide debt issuance support service, including financial feasibility studies, must be registered with the Security Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) to legally provide official opinions and related services. RFC is registered and fully compliant with the requirements of the SEC and MSRB.

To assist the County, RFC has put together a team with extensive experience and a reputation for quality service. As Director of Florida Operations, I will serve as Project Manager and will be responsible for all client and project contracts, scope of services, and administrative matters. I will lead each Project Team providing project knowledge, reviews, and oversight, as required, to ensure project compliance. This is the same role I have served in for many past projects with the County. Anthony (Tony) Hairston, also located in our Casselberry, FL office, will be available to assist Mr. Rocca in the management of the project. As a highly skilled utility financial and management consultant, Mr. Hairston will be utilized when appropriate to contribute and provide his knowledge as needed. We will also have the support of several of RFC's skilled consultants who have unique backgrounds in management consulting, stormwater, and other local government services. They will be available to assist on the project using their specialized knowledge. In addition to our dedicated Project Team members, we will have the full support of RFC's staff of more than 40 consultants who specialize in rate, financial, management, and operational consulting for water and wastewater utilities.

We are proud of the resources that we can offer on this engagement and welcome the opportunity to be of continued assistance to the County. I will be the client service and senior project manager responsible for coordination all projects pursuant to the contract. Should you have any questions regarding this submittal, please do not hesitate to contact me using the contact information below or any of our senior officers through the contact information located at our website.

Marco H. (Mike) Rocca, CMC, Director of Florida Operations
Address: 950 S. Winter Park Dr., Suite 240, Casselberry, FL 32707
Office: 407.960.1809
Mobile: 407.590.7896
Fax: 407.960.1803
Email: mrocca@raftelis.com
RFC website: www.raftelis.com

Very truly yours,
RAFTELIS FINANCIAL CONSULTANTS, INC.



Marco H. Rocca
Director of Florida Operations

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RFC has provided financial and/or management assistance to utilities serving more than 25% of the U.S. population.

SECTION 1:

Experience with Similar Projects and St. Johns County

RFC has focused on financial and management consulting for water, wastewater, and stormwater utilities since the firm's founding in 1993, and our staff consists of some of the most experienced consultants in the industry. RFC staff have provided financial, rate, management, and/or operational consulting services to more than 500 utilities across the country. **In the past year alone, RFC worked on more than 400 financial, rate, management, and operational consulting projects for over 250 water, wastewater, and/or stormwater utilities in 36 states, the District of Columbia, Canada, and Puerto Rico.**

On the following pages, we have provided detailed descriptions of several projects that we have worked on that are similar in scope and/or geography to the County's project. We also selected these projects because many of our proposed Project Team members worked in similar roles on them. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

CITY OF PORT ST. LUCIE

FLORIDA 

DATE OF THE PROJECT

1994 - Present
(Services prior to 2010 were performed by Mike Rocca with a previous employer)

SERVICES PROVIDED

- › Comprehensive Water and wastewater rate studies and updates
- › Impact Fee study and updates
- › Financial feasibility reports
- › Credit and Financial Rating assistance
- › Large user bulk rates

CLIENT REFERENCE

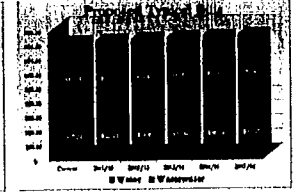
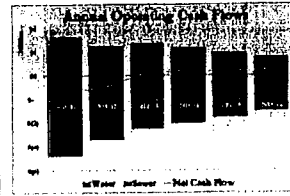
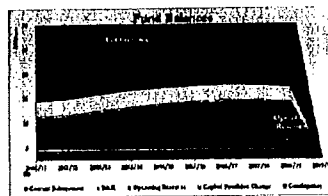
Brad Macek, Assistant Utility Director
900 Ogden Lane
Port St. Lucie, FL 34983
P: 772.873.6400
E: bmacek@cityofpsl.com

PROJECT SUMMARY

Comprehensive Water and Wastewater Rate Study

The City retained RFC in 2011 to conduct a comprehensive water and wastewater rate study. The study involved an analysis of billing data for a one-year period to identify the characteristics of the various customer classes. A dashboard-driven dynamic computer model was developed for the City to provide a platform for: 1) a revenue sufficiency analysis; 2) apportionments of the fiscal requirements and projections of operating costs; 3) reviews and effects of alternative rate structure modifications; 4) projections of revenue and rate requirements; 5) management of various unrestricted and restricted fund balances; and 6) multiple other items that provide the City with a rate and financial management tool.

Aided by the computer model, alternative rate structures were reviewed and discussed with City staff members during a series of meetings to ensure the recommended alternative would provide the desired results. The methodology, approach, findings, conclusions and recommendation were documented in a study report, which provided the basis for adoption by the City during public meeting.



Water and Wastewater Impact Fee Study

Prior to the above comprehensive rate study analysis, a study was completed by Mr. Rocca to identify the appropriate level of cost recovery through capital charges for improvements that provide water and wastewater utility services to new or increased service connections. The current capital charges, established in 1994, did not adequately reflect the current cost for improvements required to address the current and near future service requirements. The objective of the study was to assign, to the extent practical

CITY OF PORT ST. LUCIE (CONT.)

and in compliance with Section 163.31801 F.S., the growth-related capital costs to those customers responsible for such additional costs. A "Consumption"-based methodology was utilized for the study, which assumes that new service connections will utilize portions of both existing and new improvements; as compared to an "Improvements"-based methodology that assumes a new set of service improvements is provided for each new service connection.

The approach to determining the capital charge for each functional service consists of dividing the adjusted improvement costs by the average day capacity of such improvements resulting in an adjusted cost per gallon per day (gpd) of capacity. The capital charge methodology provides that the amount to be recovered adequately and reasonably represents the current costs of expansion improvements consistent with the level of service (LOS) provided by the utility. More specifically, the methodology uses current costs, plus financing costs, less any related cost recovery from other sources resulting in the establishment of capital charges. The approach to address the methodology was predicated on establishing a uniform cost per unit of capacity for each area of functional service. These uniform costs per unit of capacity were then related to the LOS capacity associated for each customer class, size of connection or other criteria relative to the connection's request for service. Identification of current expansion facility cost and related capacities for the utility functional services along with the LOS criteria for water and wastewater service provided the basis for the cost per unit of capacity relationship. A total current facility cost on a benefit and consistent capacity basis, as allocated and apportioned utilizing the appropriate utility functional services and LOS criteria, was identified for each functional service area. The total current facility cost was also adjusted to consider financing cost and interest, less county refund amounts and credit for contributions, grants, or amounts included in user fees for the amortization of debt related to the capital improvements. The related capacities were adjusted to consider unaccounted for water, and infiltration and inflow for wastewater. The costs per unit of capacity for each of the primary functional services were determined utilizing the current cost basis and adjusted LOS capacities. The results including discussion on the methodology, assumptions, findings and conclusions were documented in a draft report that was reviewed with utility staff. Upon agreement, the report was finalized and utilized to support the changes addressed at the appropriate public hearings. Assistance was also provided in reviewing the ordinance changes and information necessary for the adoption of the recommendations.

Large User Bulk Rate Study

Another study conducted by Mr. Rocca involved the contemplation of the City's utility committing water and wastewater capacity and providing bulk service to another entity completely outside the City's service area. This extension of service would have required major interconnections and certain modifications to the City's utility systems. Mr. Rocca analyzed alternative conditions and recommend rate, charges and fees to provide for full cost recovery. The study involved a complete evaluation of historic and current capital expenditures to appropriately allocate the utility investments between those facilities that provide service inside and outside the existing service area. Additionally, the study also evaluated the operating and maintenance expenses in a similar manner. An initial meeting was held with utility staff to review alternative methodologies and approaches and select one base on the best interest of the City.

It was determined that both the Utility and Cash approaches to ratemaking would be used in parallel to provide a comparisons and alternative positions in this study process. During the course of the study periodic meeting were held with utility staff to review the findings and keep them informed on the study progress. The study conclude with a schedule of bulk water and wastewater rates together with additional upfront cash requirements depending on capacity, term and service constraints that would be negotiated in an agreement.

VOLUSIA COUNTY

FLORIDA 

DATE OF THE PROJECT

2002 - Present
(Services prior to 2012 were performed by Tony Hairston with a previous employer)

SERVICES PROVIDED

Water and wastewater rate study

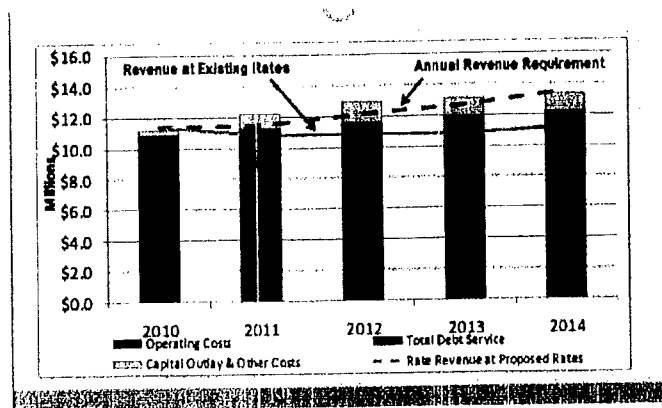
CLIENT REFERENCE

Mike Ulrich, Director of Water Resources
123 Indiana Ave.
Deland, FL 32772
P: 386.943.7057
E: mulrich@volusia.org

PROJECT SUMMARY

Volusia County Water Resources and Utilities recently conducted a rate study to address several financial issues occurring after the end of the housing boom. The County was facing decreasing water sales and revenue while having to address several capital projects that were required primarily due to regulatory initiative. The County also needed to address certain rate structure issues relative to water conservation incentives, fixed cost recovery, and other factors. Mr. Anthony Hairston managed the County's rate study which included a comprehensive financial forecast model and rate design. Mr. Hairston presented results to the County Council on two occasions. **All proposed rates and fees were adopted by the County Council in 2011 as proposed and remain sustainable to the County's utility requirements.** In addition to the 2011 rate study, Mr. Hairston has been the project manager or lead analyst on several financial forecast analyses, service area analyses, impact fee studies, and other policy review discussions for the County over the past 12 years, and continues to serve the County as the manager for the RFC project team.

Projected Combined Water and Wastewater Revenue Requirements



CITY OF WINTER HAVEN

FLORIDA



DATE OF THE PROJECT

1997 - Present
(Services prior to 2010 were performed by Mike Rocca with a previous employer)

SERVICES PROVIDED

- » Comprehensive water, wastewater and reclaimed water rate studies and updates
- » Impact Fee study and updates
- » Financial feasibility reports
- » Bond Issue and Financial Ratings
- » Industrial waste surcharge
- » Large user bulk rates
- » Utility acquisition
- » Stormwater methodology and fees

CLIENT REFERENCE

Cal Bowen, Finance Director
551 Third Street NW
Winter Haven, FL 33881
P: 863.291.5667
E: cbowen@mywinterhaven.com

PROJECT SUMMARY

The City provides utility services, including water, wastewater, reclaimed water and stormwater, to a service area with approximately 30,000 customers. Mr. Rocca has provided a variety of utility financial and management consulting services to the City since 1997. Specifically, he has assisted the City in performing a comprehensive water, wastewater, and reclaimed water rate studies, industrial wastewater surcharge rate study, acquisition of a major investor-owned utility, stormwater utility rate studies, and preparation of multiple financial feasibility reports for several series of bond issues. Recently, RFC has undertaken the development of specialized stormwater utility fee adjustments to temper the impact of high monthly fees due to property classification and billing characteristics.

Comprehensive Water, Reclaimed Water, and Wastewater Rate Study

The primary objective of the rate study completed in 2010 was to provide revenue sufficiency through just and equitable rates while promoting water conservation together with placing the utility in a favorably position for parity debt financing for future capital programs. The results of the study effort, which include periodic reviews of findings and alternatives with City staff members, provided confirmation that the rate structure with uniform rates and charges and several new user classes was working appropriately. However, the study did conclude that due to lower water consumption and higher operating costs, rates would need to be increased through a series of annual across the board uniform rate adjustments. The study recommended these series of annual rate adjustments and demonstrated that such adjustments would to address the fiscal requirements and provide debt service coverage sufficient for the utility to maintain investment grade credit ratings. After meeting and obtaining approval of City administration the recommendations were presented at a City public workshop meeting were the City Commission requested certain modification to the recommended rate adjustments to eliminate any rate increase for residential customers with usage less than 4,000 gallons per month.

Financial Feasibility Reports

In 2005, Mr. Rocca prepared a Consulting Engineer (financial feasibility) Report with regards to the Series 2005 Utility Revenue Bonds. The primary purpose of the Series 2005 Bonds was to provide construction proceeds for the water, sewer and reuse water system capital improvements with consideration of refunding of the utility's existing debt. The assignment consisted of financial analyses and related work associated with the existing utility, the proposed capital improvements, refunding activity impacts and determination of adjustments to the existing water, sewer and reclaimed water system user rates and charges. Mr. Rocca also assisted in the preparation of the Ordinance, Resolution, Preliminary and Final Official Statements, discussions with rating and bond insurance agencies, and closing activities associated with the Series 2005 Bonds.

CITY OF WINTER HAVEN (CONT.)

Acquisition Financial Feasibility Study

An acquisition financial feasibility study formed the basis for the negotiating and pricing process for the acquisition of an investor owned utility with an extensive service area. Challenges included multiple rate structuring alternatives as well as identifying the benefit for customers of both the City's existing utility and those to be acquired. The City acquired the utility for approximately \$7,000,000 less than originally contemplated, which involved certain future payments to the seller. Additionally, the study determined that the acquired utility should be integrated with the existing utility, wherein there would be uniform policies, rate structure and rates.

Facts and projection identified and developed during the acquisition financial process were incorporated and used for the required public hearings. Additionally, the study was for the most part used as supporting documentation required for the issuance of bonds, which provided funding for both the payment to the seller and capital improvements.

CITY OF TAVARES

FLORIDA 

DATE OF THE PROJECT

2001 - Present
 (Services prior to 2010 were performed by Mike Rocca with a previous employer)

SERVICES PROVIDED

- » Comprehensive water, wastewater and reclaimed water rate studies and updates
- » Impact Fee study and updates
- » Financial feasibility reports
- » Bond Issue and Financial Ratings
- » Large user bulk rates

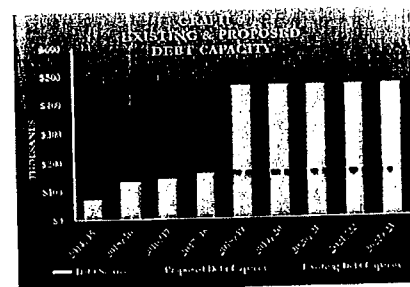
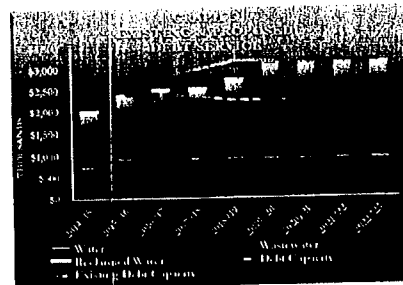
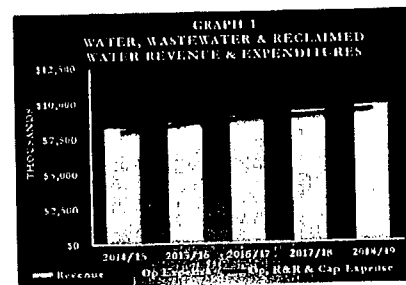
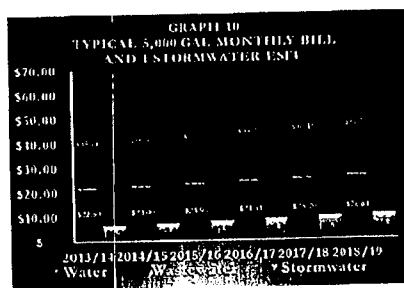
CLIENT REFERENCE

Lori Houghton, Finance Director
 P. O. Box 1068
 Tavares, FL 32778
 P: 352.742.6212
 E: lhoughton@tavares.org

PROJECT SUMMARY

RFC has a continuing agreement to provide rate, financial and management consulting services for the City's utility operations including water, reclaimed water, wastewater and stormwater. RFC is in the process of completing a comprehensive multi-year rate study for the water, reclaimed water and wastewater utilities. The City has recently implemented a vast capital improvement program to expand capacity, provide reclaimed water and renew aging infrastructure, which required complex funding through conventional bonds, a series of FDEP SRF loans, existing reserves and pay-as-you-go sources. The recent study included: 1) a detailed customer billing frequency analysis to identify customer characteristics; 2) customer and usage forecasts involving the introduction of reclaimed water; 3) historical analysis and revenue sufficiency forecasts for both the water, reclaimed water and wastewater division, and stormwater division; 4) development of a stormwater credit policy; 4) the development of future rate adjustments based upon the projected revenue requirements; 5) review and analysis of capital improvement and maintenance programs; and 6) the consolidation of such information into a detailed projection of future operating results.

The rate study was developed with the aid of a client-specific computer rate model designed to be dynamic and allow for quick and cost effective reviews of alternatives. This model provided the ability to fully analyze current activities and identify concerns and items in need of adjustment. The model was also used to prepare materials directed at both individual council and public hearing presentations.



FLORIDA EXPERIENCE

RFC's staff have extensive experience serving Florida utilities. The map below and the matrix to the right show some of the Florida utilities that RFC staff have served and the services provided for these utilities.

Rate Studies & Pricing					Wholesale Rates	Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts / Ordinances	Debt Issuance Assistance
Water	Wastewater	Stormwater	Irrigation Water	Raw Water										

City of Alachua					•									
City of Apopka	•	•		•	•			•					•	•
City of Auburndale	•	•						•					•	•
City of Bartow	•	•		•				•					•	•
City of Cape Canaveral		•							•				•	•
City of Coral Springs	•	•		•	•								•	•
City of DeLand	•	•		•				•					•	•
Destin Water Users	•	•		•	•			•					•	•
City of Eustis	•	•	•	•				•	•				•	•
Florida Keys Aqueduct Authority	•	•		•	•			•					•	•
City of Fort Walton Beach	•	•		•	•			•					•	•
Highland County														
Indian River County	•	•		•	•			•					•	•
Village of Islamorada		•			•				•				•	•
Town of Lauderdale-by-the-Sea	•	•	•	•	•			•					•	•
City of Lauderhill	•	•		•				•					•	•
City of Marathon		•	•					•					•	•
City of New Port Richey	•	•		•	•			•					•	•
City of New Smyrna Beach	•	•		•				•				•	•	•
City of North Miami Beach	•	•		•				•					•	•
City of Ocala	•	•		•	•			•			•		•	•
City of Oldsmar	•	•	•	•	•			•					•	•
City of Orange City	•	•		•	•			•					•	•
City of Orlando		•						•					•	•
City of Oviedo	•	•		•				•					•	•
City of Palm Bay	•	•		•	•			•				•	•	•
Town of Palm Beach					•			•					•	•
City of Plant City	•	•	•	•				•					•	•
City of Pompano Beach	•	•			•			•					•	•
City of Port St. Lucie	•	•	•	•	•			•			•		•	•
Village of Royal Palm Beach								•					•	•
St. Johns County	•	•		•	•			•			•		•	•
City of Sanford	•	•	•	•				•					•	•
South Walton Utility Co., Inc.	•	•		•				•					•	•
Tohopekaliga Water Authority	•	•		•	•			•			•		•	•
City of Tavares	•	•		•				•					•	•
Volusia County	•	•		•	•			•			•		•	•
City of West Palm Beach	•	•		•	•			•			•		•	•
City of Winter Haven	•	•	•	•	•			•			•		•	•

Financial and Rate Consulting

Management Consulting

NATIONAL EXPERIENCE

This matrix shows a brief sample of some of the utilities throughout the U.S. and Canada that we have assisted and the services performed for these utilities.

STATE	CLIENT	Affordability Analysis and Program Development	Debt Issuance Support	Dispute Resolution	Financial and Capital Improvements Planning	Rate Case Support	Rate Study	Risk Analysis	Stormwater Utility Development	Customer Relationship Management	Custom Software and Tool Development	Data Services	Organizational Optimization	Performance Management and Benchmarking	Project/Program Procurement Assistance	Public/Stakeholder Education, Outreach, and Facilitation	Stormwater Program Development Support	Strategic Business Planning	Water Wastewater Utility Valuation
AL	Birmingham Water Works Board	●	●	●	●	●	●	●				●		●		●		●	●
AL	Mobile Area Water & Sewer System				●		●											●	
AR	Central Arkansas Water				●		●						●						
AR	Little Rock Wastewater Utility				●		●							●					●
AZ	Peoria, City of		●		●		●												●
AZ	Phoenix, City of		●		●		●							●					●
AZ	Pima County			●	●		●	●							●				●
AZ	Tucson Water				●		●										●		
CA	Anaheim, City of				●		●												
CA	Atwater, City of		●		●		●												
CA	Beverly Hills, City of				●		●	●					●						
CA	MWD of Southern California			●	●		●							●					
CA	San Diego, City of				●		●	●											
CA	San Francisco PUC				●		●											●	
CA	Santa Clara Valley Water District			●	●		●												
CA	Western Municipal Water District				●		●												
CO	Littleton Sewer Rate Coalition			●	●		●												
DC	DC Water				●		●	●				●	●	●					●
DE	Wilmington, City of												●						●
FL	Clearwater, City of												●						
FL	Pompano Beach, City of				●		●						●						
FL	Port St. Lucie, City of				●		●												
FL	St. Johns County		●		●		●	●											
GA	Columbus Water Works		●		●		●	●							●				
HI	Honolulu ENV, City and County of				●		●												
IL	City of Naperville				●		●												
KS	Wichita, City of				●		●	●											
KY	Hardin County Water District #1				●	●	●												
LA	New Orleans, Sewerage & Water Board of	●			●		●		●			●		●	●	●	●		●

Financial and Rate Consulting

Management Consulting

STATE	CLIENT	Affordability Analysis and Program Development	Debt Issuance Support	Dispute Resolution	Financial and Capital Improvements Planning	Rate Case Support	Rate Study	Risk Analysis	Stormwater Utility Development	Customer Relationship Management	Custom Software and Tool Development	Data Services	Organizational Optimization	Performance Management and Benchmarking	Project/Program Procurement Assistance	Public/Stakeholder Education, Outreach, and Facilitation	Stormwater Program Development Support	Strategic Business Planning	Water/Wastewater Utility Valuation
MD	Baltimore, City of	●			●		●	●	●	●	●	●	●			●	●	●	
MO	Metropolitan St. Louis Sewer District		●		●	●	●	●					●			●			
NC	Asheville, City of		●		●		●	●					●						
NC	Cary, Town of		●		●		●	●				●	●						
NC	Charlotte-Mecklenburg Utilities	●			●		●	●	●			●	●	●	●		●		●
NC	Durham, City of		●		●		●	●											●
NC	Kernersville, Town of				●		●	●									●		
NC	Raleigh, City of		●		●		●	●	●				●				●		
NV	Henderson, City of				●		●	●											
NY	New York City Water Board				●		●	●				●							
OH	Northeast Ohio Regional Sewer District	●			●		●	●	●	●	●	●		●			●		
OR	Portland Water Bureau, City of		●		●		●	●				●							
RI	Newport, City of		●		●	●	●	●							●				
RI	Providence Water Supply Board				●	●	●	●					●						●
SC	Grand Strand Water & Sewer Authority				●		●	●											●
SC	Greenville Water/ReWa		●		●		●	●					●						
SC	Mount Pleasant Waterworks				●		●	●											●
SC	Spartanburg Water System		●		●		●	●						●					
TN	Johnson City, City of	●	●		●		●	●											
TN	Nashville and Davidson County MWS		●		●		●	●						●			●		
TN	White House Utility District				●		●	●											●
TX	Dallas, City of						●	●				●							●
TX	San Antonio Water System	●			●		●	●	●								●		●
VA	Newport News Waterworks, City of		●		●		●	●				●							
VA	Richmond DPU, City of	●			●		●	●				●					●	●	
VA	Suffolk, City of		●		●		●	●											
WA	Tacoma, City of						●	●				●							●
WI	Milwaukee Water Works				●	●	●	●											
Can	Ottawa, City of				●		●	●					●						

SECTION 2:

Staff Qualifications & Project Team

FIRM QUALIFICATIONS

In 1993, Raftelis Financial Consultants, Inc. (RFC) was founded to provide services that help utilities function as sustainable organizations while providing the public with clean water at an affordable price. With this goal in mind, RFC has grown to be one of the largest and most respected utility financial, management, and operational consulting practices in the nation. RFC has experience providing these services to hundreds of utilities across the country and abroad, allowing us to provide our clients with innovative and insightful recommendations that are founded on industry best practices. Throughout our history we have maintained a strict focus on the financial, management, and operational aspects of utilities, building a staff with knowledge and skills that are extremely specialized to the services we provide, and also allowing us to provide our clients with independent and objective advice. RFC's staff currently consists of more than 40 consultants in our nine offices positioned strategically throughout the country to effectively and efficiently serve our clients.

WHAT MAKES RFC UNIQUE

Unparalleled Experience

RFC staff has assisted more than 500 water, wastewater, and stormwater utilities throughout the country with a wide variety of financial and rate consulting services. Our extensive experience will allow us to provide innovative and insightful recommendations to the County to resolve challenges, and to provide independent validation for the proposed methodology ensuring that the best industry practices are incorporated.

Depth of Resources

RFC has one of the largest water industry financial planning, cost of service, and rate consulting practices in the nation. Our depth of resources allows us to sufficiently staff this project with the qualified personnel necessary to efficiently and expeditiously meet the County's objectives.

Industry Leadership

Our senior staff is involved in shaping industry standards by chairing various committees within American Water Works Association (AWWA) and Water Environment Federation (WEF). RFC's staff members have authored and co-authored many industry standard books regarding utility rate setting.

Being so actively involved in the industry will allow us to keep the District informed of emerging trends and issues, and to be confident that our recommendations are insightful and founded on sound industry principles.

Focus

RFC's services are solely focused on providing financial, pricing, and management consulting services to water-industry utilities. This focus allows RFC professionals to develop and maintain knowledge and skills which are extremely specialized to the services that we provide, and will allow us to provide the County with independent and objective advice.

Rate Adoption Expertise

RFC has assisted numerous agencies with getting proposed rates successfully adopted. Our experience has allowed us to develop an approach that effectively communicates with elected officials about the financial consequences and rationale behind recommended rates to ensure stakeholder buy-in and successful rate adoption. This includes developing a "message" regarding the changes in the proposed utility rates that is politically acceptable, and conveying that message in an easy-to-understand manner.

OUR SERVICES

Financial and Rate Consulting:

- » Affordability Analysis and Program Development
- » Debt Issuance Support
- » Dispute Resolution
- » Financial and Capital Improvements Planning
- » Rate Case Support
- » Rate Study
- » Risk Analysis
- » Stormwater Utility Development

Management Consulting:

- » Customer Relationship Management
- » Custom Software and Tool Development
- » Data Services
- » Organizational Optimization
- » Performance Management and Benchmarking
- » Project/Program Procurement Assistance
- » Public/Stakeholder Education, Outreach, and Facilitation
- » Stormwater Program Development Support
- » Strategic Business Planning
- » Water/Wastewater Utility Valuation

FIRM INFORMATION

Business Address:

Raftelis Financial Consultants
950 S. Winter Park Dr., Suite 240
Casselberry, FL 32707

Contact Information:

www.raftelis.com / P: 407.960.1809 / F: 407.960.1803

Number of Employees:

52 employees (46 utility financial and management consultants)

Office Locations that Will Provide the Project Services:

- » Orlando Metro Office (primary)
- » Charlotte, NC Office
- » Raleigh Metro Office

Nature and Extent of Projects:

As shown in the map on page 01 and the National Matrix on pages 09 and 10 of this proposal, RFC has completed hundreds of rate making, bond issuance, and long-range planning projects for water and wastewater utilities over the past five years. In our Orlando Metro Office, we've also completed numerous rate making, bond issuance, and long-range planning projects in Florida, as shown in our Florida Matrix on page 08 of this proposal.

LEADING THE INDUSTRY

RFC personnel shape industry standards through active participation and leadership in industry associations. Our staff includes a member of the Management Division of AWWA, members of AWWA's Rates and Charges Committee, the recent Chair of AWWA's Financial Accounting and Management Controls Committee, the former Chair of AWWA's Strategic Management Practices Committee, and the Chair of the WEF Finance & Administration Subcommittee.

RFC staff have written one of the leading books on water and wastewater financial issues, *Water and Wastewater Finance and Pricing: A Comprehensive Guide*, and co-authored other industry standard books, such as: *AWWA's Manual M1, Principles of Water Rates, Fees and Charges*, *Water Rates, Fees, and the Legal Environment, 2nd Edition*, *Water Treatment Plant Design*, *The Changing Water Utility*, and *The Evolving Water Utility*; and WEF's *MOP 27 - Financing and Charges for Wastewater Systems* and *MOP 11 - Operation of Municipal Wastewater Treatment Plants*.

RFC also conducts and publishes the national *Water and Wastewater Rate Survey* in conjunction with AWWA. This survey is the most comprehensive collection of water and wastewater utility data available in the industry. In 2012, RFC also published the inaugural *Florida Water Rate Survey* which contains data for more than 170 Florida governmental water utilities.

Visit www.raftelis.com/resources to download the 2014 *Florida Water and Wastewater Rate Survey* or for a more comprehensive list of our publications, and www.raftelis.com/our-team to learn more about our firm's leaders.

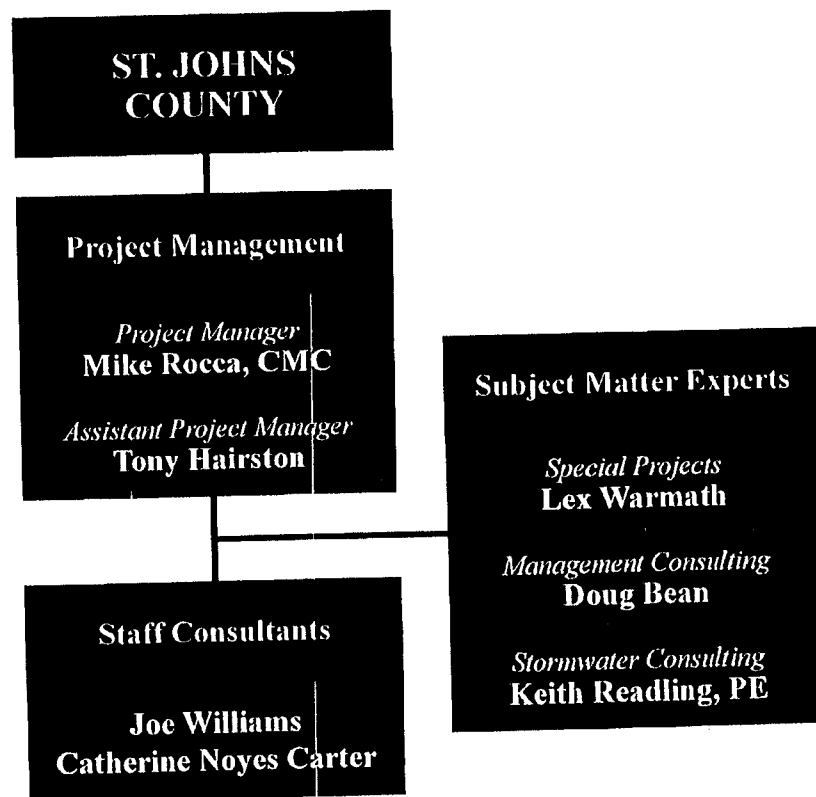
STAFF QUALIFICATIONS & PROJECT TEAM

Our Project Team consists of some of the most knowledgeable and skilled financial and management consulting professionals in the water and wastewater utility industry. For this project, we have included some of our most senior-level personnel to provide experienced leadership for the project, with support from talented consultant staff.

RFC places a high priority on being responsive to our clients and, therefore, actively manages each consultant's project schedule to ensure appropriate availability for addressing client needs.

RFC currently has a team of more than 40 consultants specializing in financial and management consulting services for water, wastewater, and stormwater utilities. In addition to our dedicated Project Team, the County will have the support of RFC's full staff for this project, including 21 consultants in our offices in the Southeast.

In this section, we have included brief resumes for each of our Project Team members, describing their role on the County's project and their qualifications and experience in the industry.





MIKE ROCCA, CMC

PROJECT MANAGER

Director of Florida Operations

ROLE

Mr. Rocca will be responsible for all client and project contracts, scope of services, and administrative matters. He will lead the Project Team providing project knowledge, reviews, and oversight, as required, to ensure project compliance. It is intended that Mr. Rocca's role will not change from what the County has experienced in the past.

PROFILE

Mr. Rocca serves as RFC's Director of Florida Operations. He has been providing professional services to the private and public sectors in Florida since 1979. These Services focus on water, wastewater, reclaimed water, and storm water utility rate studies; impact fees, interlocal agreements; financial planning and funding; utility acquisition; and financial programs to address the development and replacement of infrastructure facilities for transportation, drainage, and utility requirements of communities. Additionally, Mr. Rocca has an extensive background pertaining to the formation and operation of community development and special districts, requiring the preparation, presentation and implementation of master financing plans, feasibility studies, rate studies, assessment programs together with the documentation for debt financing, utility valuations and acquisitions, and cost of service studies.

SAMPLE RELEVANT PROJECT EXPERIENCE

ST. JOHNS COUNTY (FL)

As the County's utility consultant since 1997, Mr. Rocca assisted and continues to assist in the financial growth, stability and maintenance of the utility's investment grade bond rating. The existing cost of service rates were originally developed by Mr. Rocca and is often referenced by the St. Johns River Water Management District as an appropriate example of conservation rates.

Mr. Rocca conducted the financial feasibility studies and documentation to support over \$230 million in bonds, State Revolving Loans and long term leases. The County retained his services to assist with the negotiations of an interlocal agreement with an outside county entity to provide utility services in certain northern portions of the County. Mr. Rocca's assistance with the negotiations, feasibility studies and financing for the acquisition of two large investor-owned utilities effectively doubled the customer base of the County's existing utility and increased the level of service to customers in the acquisition areas.

Recent projects for FY 2012/13 include a multi-year rate study and financial feasibility report in support of the Series 2013 Bonds for the Main System, and a multi-year rate and financial feasibility study in support of SRF loan for the Ponte Vedra System. Additionally, Unit Connection Fee (impact Fee)

Utility cost of service, conservation and rate structure studies (water, wastewater, reclaimed water and stormwater)

Industrial waste charge and bulk rate studies

Capital funding programs

Assessment programs

Bond forecasts and feasibility studies

Municipal revenue augmentation studies

Impact fee & Capital Recovery studies

Utility acquisition analysis

Interlocal and special agreements

Authority and special district formation feasibility and assistance

Raftelis Financial Consultants, Inc. (Orlando, FL): Director of Florida Operations (2010-present)

Brown and Caldwell (Maitland, FL): Senior Consultant (2005-2010)

Hartman and Associates/Tetra Tech (Orlando, FL): Manager Utility Management Consulting Group (1994-2005)

Gee & Jenson (West Palm Beach, FL): Senior Consultant (1979-1994)

Bachelor of Business
Administrating/Finance – Florida
Atlantic University (1973)

Florida Government Finance
Officers Association

Institute of Management
Consultants

update studies are underway for both systems.

CITY OF PORT ST. LUCIE (FL)

Mr. Rocca began serving the City of Port St. Lucie in 1994 and continues providing the City's utility a broad range of rate and financial consulting services. In 1994, and several years thereafter, Mr. Rocca assisted with the transfer of the utility from St. Lucie County to the City, and litigation resulting from the County's original acquisition process. The City's exceptional growth, facilitated by a City-wide assessment program to install distribution and collection facilities throughout the service area, required expansion of the utility's supply, treatment, transmission and disposal facilities to meet the existing and forecasted demands. Feasibility studies in support of over \$538 million in Bonds including participation in rating interviews have been provided by Mr. Rocca since 1994. In 2009 and 2010, Mr. Rocca worked on: 1) a financial feasibility report for the \$110,000,000 Series 2009 Bonds; 2) a water and wastewater impact fee study in 2009; and in 2010 is a comprehensive bulk rate study for outside city large users.

Mr. Rocca also assisted the City with the redesign of stormwater charges. This redesign included the analysis and development of appropriate property classifications and the apportionment of stormwater utility operating, debt and capital costs on cost of service principles.

CITY OF WINTER HAVEN (FL)

The City of Winter Haven first procured the services of Mr. Rocca in 1997 for the acquisition of an investor owned utility. Since that time, Mr. Rocca has conducted periodic water, wastewater, reclaimed water and stormwater rate and feasibility studies for the City. These studies have included the introduction of conservation rates, industrial strength wastewater rates and impact fees. Financial feasibility studies and documentation in support of underlining ratings were provided in support of utility acquisition and major capital improvement programs. In addition to the utility studies, Mr. Rocca has provided the City with consulting services relative to fire fees and other non-utility revenue enhancement programs.

CITY OF TAVARES (FL)

Since 2001, Mr. Rocca has provided the City of Tavares with utility financial services for its water, wastewater and reclaimed water utility. Studies have included uniform rate structure, ongoing revenue sufficiency, miscellaneous charges, impact fees, along with financial feasibility studies

and reports in support of bond funding programs. In 2009, Mr. Rocca worked on: 1) a water and wastewater revenue sufficiency rate study; 2) a reclaimed water rate and impact fee study; and 3) feasibility studies pertaining to funding alternatives for a sizeable capital improvement program.

TOHO WATER AUTHORITY (FL)

The Toho Water Authority provides water, wastewater and reclaimed water services to the majority of Osceola County and portions of Polk County. In 2005, Mr. Rocca conducted a comprehensive cost of service reclaimed water rate study providing uniform conservation rates to address the rapidly expanding reclaimed water system. In addition, to the reclaimed water rates, Mr. Rocca provided water, wastewater impact fee study, which incorporated reclaimed water facilities. Studies were also conducted to move toward uniform water and wastewater rate structure and rates.

Capital programs to address regulatory requirements in 2010 resulted in the Authority requesting Mr. Rocca to provide a financial feasibility report to support a \$95 million bond issue plus a \$10 million loan. In 2009 and 2010, Mr. Rocca worked on: 1) A rate equalization study; 2) a potable irrigation rate restructuring and rate setting study incorporating a budget based rate methodology; and 3) a financial feasibility report for a Series 2010A refunding bond issue.

CITY OF FORT WALTON BEACH (FL)

In 2000, Mr. Rocca's services were retained by the City's Finance Director to review a rate study by another firm that did not appear to address the utility's needs. The review resulted in the City commissioning a comprehensive rate study by Mr. Rocca in 2001 to provide multi-year rate adjustments and a conservation rate structure in support of revenue stability and funding for an extensive capital improvement program. The initial cost of service rate study was followed in 2005, 2009, and 2014 by revenue sufficiency, impact fee and feasibility studies to support additional capital improvements. The comprehensive rate study in 2009 provided multi-year rate adjustment to accommodate funding and operating costs associated with regulatory requirements, and the 2014 study is scheduled to be presented in October 2014 for adoption by City Council.



TONY HAIRSTON

ASSISTANT PROJECT MANAGER

Manager

ROLE

Mr. Hairston will be available to assist Mr. Rocca in the management of the project. As a highly skilled utility financial and management consultant, Mr. Hairston will be utilized when appropriate to contribute and provide his knowledge as needed.

PROFILE

Mr. Hairston currently serves as Manager in RFC's Casselberry, FL Office. He has 17 years of experience including managing comprehensive water and wastewater studies, bond feasibility reports, impact fees, and assisting numerous utilities in addressing their rate-setting and financial planning goals. He has assisted governmental clients with projects including the creation and planning of several new wastewater utilities to protect the near shore water quality of the Florida Keys. Mr. Hairston has extensive experience in financial forecasting and modeling and has led projects to apply new pricing strategies for alternative water, such as reuse water. He has also presented papers at the WaterReuse Foundation, Florida and Alabama/ Mississippi AWWA conferences, and regional conferences such as the Tampa Bay Water Shortage Management workshop.

SAMPLE RELEVANT PROJECT EXPERIENCE

VOLUSIA COUNTY (FL)

Mr. Hairston has been the Project Manager or Lead Consultant on numerous engagements with Volusia County. In 2010, Mr. Hairston managed a utility rate study including a five-year financial forecast and design of potable water, wastewater, and reclaimed water rates. The County was enduring several years of stagnate growth while addressing several regulatory challenges such as alternate water supply planning and effluent disposal quality and capacity. The financial forecast element was focused on capital finance planning including the purchase of a strategic land area for the purpose of developing alternative water sources. The rate design efforts included the adjustment of base water rates to increase revenue stability, adjustments to water conservation rates including non-residential customers, wastewater rate adjustments, and reclaimed water rate alignment with potable water incentives.

The proposed rates were presented to the County Council during a public workshop and again at a public hearing for adoption by resolution. Other projects provided to the County have included service area evaluations, impact fee studies, developer fee analysis, and ongoing capital finance planning. Currently, Mr. Hairston is assisting the County in its financial and operational review of its Southeast utility service area.

FLORIDA KEYS AQUEDUCT AUTHORITY (FL)

Mr. Hairston served as Project Manager for numerous water and wastewater rate projects for the Florida Keys Aqueduct Authority since 1999. Various projects

Utility cost of service and rate structure studies

Bond feasibility reports

Impact fee studies

Conservation pricing

Long range financial planning and feasibility studies

Cost analysis and cost allocation

Raftelis Financial Consultants, Inc.: Manager (2012-present)

Public Resources Management Group (PRMG): Associate (2011-2012); Managing Consultant (2009-2011); Supervising Consultant (2005-2009); Senior Consultant (2001-2005); Consultant (1998-2001)

Federal Reserve Bank of Richmond, VA: Bank Analyst (1995-1998)

Master of Science, Economics - Florida State University (1995)

Bachelor of Science, Economics - Florida State University (1993)

American Water Works Association

Florida Government Finance Officers Association

Florida Stormwater Association

have included the bond feasibility report for the Series 2007 Water Revenue Bonds (\$53,975,000) and Series 2006 Water Revenue Bonds (\$49,700,000) along with feasibility reports for various wastewater program initiatives, development of wastewater rates in five (5) separate wastewater service areas and the eventual consolidation of wastewater rates. Mr. Hairston provided public outreach to future customers in each of these service areas and presented rates to the Aqueduct Board for adoption.

In 2001, Mr. Hairston conducted a comprehensive water rate and impact fee study for the Aqueduct and provided periodic updates of the water financial forecast and capital financing plan. Mr. Hairston also developed initial reclaimed water rates and financial policy for the Aqueduct's initial reclaimed water program in the Big Coppitt service area.

VILLAGE OF ISLAMORADA (FL)

The Village of Islamorada, located in the Florida Keys, is implementing a \$115 million central wastewater program by 2015 in order to comply with State of Florida mandates regarding near shore water quality. The wastewater project involves the retrofit of essentially its entire incorporated area, which is currently served by septic tanks and package plants. Mr. Hairston has served as Project Manager with regard to ongoing financial planning and wastewater rate policy for the Village.

Originally, the financial model included a ten-year forecast based on the Village's planned method of delivery using the traditional design-bid-build procurement process. However, in 2010 the Village began to explore the design-build-operate (DBO) procurement process as an expedited and more cost effective approach to complete this project. The Village has also maintained two options for treatment services, including onsite wastewater treatment facilities or wholesale treatment services from a nearby special utility district. The financial forecast has evolved to include the DBO procurement method and include the two treatment options, along with additional funding and other options.

The financial forecast has been used by the Village for securing \$20 million in grant funds, \$46 million in low-interest loans, and additional line of credit funding. In addition to financial forecasting and rate policy consulting, Mr. Hairston participated as a selection committee member with regard to the qualifications and selection process of the DBO procurement. Mr. Hairston led the committee member

efforts regarding evaluation of the various pricing proposals submitted by qualified DBO entities, and presented the results which were accepted by the Village Council. Mr. Hairston is currently conducting a wastewater rate study for the Village and continues to manage ongoing utility rate and financial consulting services for the Village.

OTHER RELEVANT PROJECT EXPERIENCE

- » City of Alachua (FL) – Reclaimed Water Rate Analysis
- » Charlotte County Utilities (FL) – Comprehensive Utility Financial Forecasts, Impact Fees
- » Destin Water Users (FL) – Rate Study, Financial Planning, Resource Planning
- » Enterprise Community Development District (FL) – Cost of Service Rate Study, Wholesale Cost Pass-Through Analysis
- » City of Eustis (FL) – Utility Rate Studies, Business Planning, Impact Fee Studies, Stormwater Utility Rate Analysis
- » Fairfax County (VA) – Wastewater Financial Forecasting and Sufficiency Studies
- » City of Groveland (FL) – Utility Rate Studies, Financial Forecasts, Utility and Municipal Impact Fee Studies
- » City of Hallandale Beach (FL) – Utility Impact Fee Study, Alternative Water Supply Planning
- » City of Largo (FL) – Wastewater Financial Forecast and Rate Study, Wholesale Rate Analysis
- » City of Margate (FL) – Wastewater Rate Study, Impact Fee Study, Alternative Water Supply Planning
- » City of Mariana (FL) – Utility Rate Study
- » City of Mt. Dora (FL) – Impact Fee Study, Utility Rate Study
- » Town of Oakland (FL) – SRF Loan Business Plan
- » City of Oldsmar (FL) – Water Resource Planning, Utility Rate Study, Impact Fee Study, Stormwater Study
- » City of Plant City (FL) – Water and Wastewater Rate Study, Solid Waste Rate Study, Stormwater Rate Study, Impact Fee Study, Financial Forecasting
- » St. John River Water Management District (FL) – Alternative Water Supply Analysis and Impact on Utilities
- » South Walton Utilities (FL) – Water Resource Planning, Wholesale Rate Analysis, Utility Rate Studies
- » City of Titusville (FL) – Water Resource Planning
- » City of Treasure Island (FL) – Wastewater Rate Study, Cost Pass-Thru Analysis
- » City of West Melbourne (FL) – Utility Rate Study
- » City of Wilton Manors (FL) – Utility Rate Study



LEX WARMATH
SUBJECT MATTER EXPERT - SPECIAL PROJECTS
 Vice President

ROLE

Mr. Warmath will be available to assist with project assignments involving expert testimony, credit ratings, interlocal agreements, and other projects for the County.

PROFILE

Mr. Warmath joined RFC in 1994 and, being the second full-time employee hired by the firm, has participated in a wide variety of projects, covering all of the service areas offered by RFC. He has focused primarily on rate and financial planning studies and bond feasibility studies. Mr. Warmath has been involved in a number of studies involving transition to new rate structures to address specific pricing objectives, including promotion of water conservation. Mr. Warmath's expertise in the theory and practice of utility rate analysis is demonstrated by his position as a member of the Rates and Charges Committee of the AWWA. He has extensive experience in conducting bond feasibility studies, and serves as the practice manager for these types of studies within the firm.

SAMPLE RELEVANT PROJECT EXPERIENCE

CITY OF POMPANO BEACH (FL)

Mr. Warmath is serving as the project manager for a multi-year contract for the City of Pompano Beach (City). RFC was engaged to conduct a rate and financial planning study for the City's water, wastewater, reuse and stormwater utilities. As part of the study, Mr. Warmath oversaw the development a rate and financial planning model to calculate revenue requirements for each utility using the City's budget and capital improvement plan. RFC has utilized the model to determine the self-sufficiency of each utility and the level of water, wastewater and stormwater rate adjustments necessary over the next five-year period to ensure sufficient revenues and adequate debt service coverage. The City renewed the five-year contract and, therefore, RFC will continue to provide consulting services to the City of Pompano Beach over the next five years.

METROPOLITAN GOVERNMENT OF NASHVILLE (TN)

RFC is calculating cost of service based wholesale water and wastewater rates for the Metropolitan Government of Nashville and Davidson County Water Services (MWS). MWS provides wholesale services to one water and ten wastewater customers. Wholesale wastewater flows constitute approximately 25% of the 150 mgd flow treated by MWS. Six of the wholesale wastewater customers are classified as wholesale customers under the 201 Participant Plan and have already contributed capital to MWS. These 201 customers will pay a wholesale rate based solely on O&M expenses attributable to wholesale wastewater treatment services. The remaining four wholesale wastewater customers will pay a cost of service based rate that includes both O&M and capital costs.

- Utility financial planning studies
- Utility cost of service and rate structure studies
- Bond feasibility studies/debt issuance support
- Economic feasibility studies (Regionalization/consolidation; Reuse system implementation)
- Development fee studies
- Wholesale rate studies and disputes
- Privatization assessment and implementation
- Utility system valuation studies

Raftelis Financial Consultants, Inc.: Vice President (1994-present)

Wetlands Center: Duke Research Associate (1992)

Ernst & Whinney: Senior Consultant (1983-1987)

Master of Environmental Management - Duke University (1993)

Postgraduate studies in mathematics - University of North Carolina at Charlotte (1990 - 1991)

Master of Business Administration - Duke University (1983)

Bachelor of Arts in Economics - Duke University (1977)

American Water Works Association - Rates and Charges Committee

RFC is utilizing the utility approach to develop revenue requirements for wholesale rates. The utility approach includes, direct expenses, allocated indirect costs, asset depreciation and a rate of return. In this particular situation, RFC and MWS are considering a rate of return based on the utility's weighted average cost of debt and a cost of equity which is derived using the capital asset pricing model with adjustments for consideration of the utility size and industry characteristics.

MOBILE AREA WATER AND SEWER SYSTEM (AL)
Mr. Warmath was the Project Director for RFC's 2008 engagement with Mobile Area Water and Sewer System (MAWSS) to conduct a comprehensive water and sewer rate study. He managed the creation of a rate and financial planning model which was used to analyze MAWSS' existing rate structure by allocating costs to each utility, and more importantly, between the fixed monthly component and the volumetric component. The project also included the completion of a wholesale rate study, impact fee study, and miscellaneous fee study. The rate study and miscellaneous fee study involved gathering benchmarking and key metric data to compare MAWSS' miscellaneous fees, reserve fund policies and debt service coverage ratios and identify areas of improvement.

TOWN OF CARY (NC)

RFC developed a five-year water financial planning and rate model for the Public Works and Utility Department of the Town of Cary (Town). The project included a review of cost allocations between water and sewer to ensure that neither utility was subsidizing the other. A new water rate structure was recommended based on a three-tiered residential rate to encourage conservation. The Town was planning significant capital expenditures in the near future to expand the water treatment plant and to accommodate a high rate of growth in customers and demand. The model has been used to evaluate rate impacts of alternative financing plans. In addition, the project involved development of updated and cost justified development fees for water, sewer, streets, and recreation facilities. Both the proposed rate structures and development fees were designed to assist the Town in managing growth more effectively. The original engagement took approximately four months and was completed in July 1998. Since that time, RFC has also assisted in the development of a water conservation master plan and utilized the rate model to generate forecasts for bond feasibility studies for inclusion in Official Statements issued in 2001

and 2004 for approximately \$19 million and \$26 million, respectively. Finally, RFC helped the Town develop water and sewer impact fees.

OTHER RELEVANT PROJECT EXPERIENCE

- » City of Auburndale (FL) - Water and Sewer Rate Study
- » City of Avon Park (FL) - State Revolving Fund Loan Assistance
- » Berkeley County Water and Sewer Authority (SC) - Development Impact Fee Study and Industrial Rate Update
- » City of Burlington (NC) - Water and Sewer Rate Study and Bond Feasibility Study (2)
- » City of Canton (GA) - Water and Wastewater Rate Study
- » City of Durham (NC) - Conservation Rates Study and Water and Sewer Rate Study
- » Durham County (NC) - Revenue Bond Feasibility Study and Sewer Rate Study
- » Hallsdale-Powell Utility District (TN) - 2008 Rate Update and Water and Wastewater Rate and Financial Planning Study
- » Highland County (FL) - Capacity Fee Study
- » Indian River County (FL) - Economic Feasibility Analysis of a Utility Acquisition
- » Town of Kinston (NC) - Water and Wastewater Rate Study
- » Pickens County (SC) - Wholesale Sewer Rate Arbitration
- » Town of Oak Island (NC) - Bond Feasibility Study (2), Water and Wastewater Rate Study
- » Piedmont Triad Regional Water Authority (NC) - Bond Feasibility Study
- » City of Raleigh (NC) - Financial Planning and Conservation Rate Study
- » Rockdale County (GA) - Water and Wastewater Rate Study
- » City of Sanford (NC) - Water and Wastewater Rate Study and Bond Feasibility Study
- » Tarrant Regional Water District (TX) - Economic Feasibility Study for Reuse Water and Raw Water Supply
- » Union County (NC) - Impact Fee Study, Bond Feasibility Study
- » Watauga River Regional Water Authority (TN) - Economic Feasibility Study for Creation of New Authority, Phases I and II
- » White House Utility District (TN) - Water and Sewer Rate Study and Wholesale Water Rate Assistance
- » City of Wilson (NC) - Revenue Bond Feasibility Study, Water and Sewer Rate Study, and Wholesale Rate Study



Strategic planning
Capital planning and budgeting
Competitive government
Operational efficiency
Public policy development
Regionalism
Leadership development
Organizational structures and governance

Raftelis Financial Consultants, Inc.:
Director of Government Services
(2010-present)

University of North Carolina at Chapel
Hill - School of Government: Adjunct
Instructor (2010-present)

University of North Carolina at Charlotte:
Adjunct Instructor (2010-present)

Charlotte-Mecklenburg Utilities: Director
(1994-2010)

City of Asheville, NC: City Manager
(1986-1994)

City of Morganton, NC: City Manager
(1978-1986); Acting City Manager (1978);
Assistant City Manager (1976-1978)

Master of Public Administration –
University of North Carolina at Chapel
Hill (1978)

Bachelor of Arts in History – Lenoir-
Rhyne College (1973)

Former Water Research Foundation
Board of Directors

Certified Local Government Manager
by the International City-County
Management Association

North Carolina City and County
Management Association – Past President

American Society of Public
Administration

DOUG BEAN

SUBJECT MATTER EXPERT - MANAGEMENT CONSULTING

Director of Government Services

ROLE

Mr. Bean will be available to assist on projects associated with business case evaluations, management and operational surveys, customer service, and other similar management consulting related areas.

PROFILE

Mr. Bean joined RFC after more than 35 years of management experience with public utilities and local government. Prior to joining RFC, Mr. Bean served as Director of Charlotte-Mecklenburg Utilities for 16 years. His service in this position was marked by implementation of a major capital improvements program, financial modeling that led to AAA credit ratings from three rating agencies, technology advancements that improved efficiency, implementation of sustainable strategies in buildings and operations, and championing employee involvement and mentoring throughout the organization. He has also served as City Manager in two cities that provided a full range of public services including water, sewer, electricity, and stormwater. A frequent lecturer at professional associations and academic institutions, Mr. Bean has been an avid promoter of the value of public service and the ability of public organizations to operate using state of the art business practices. Since joining RFC, he has provided a variety of services for financial and management consulting engagements including facilitating stakeholder and public involvement, workshop facilitation, strategic plan development, organizational assessment (related to governance, finance, management, and operations).

SAMPLE RELEVANT PROJECT EXPERIENCE

CITY OF CLEARWATER (FL)

Mr. Bean is serving as a subject matter expert assisting the City of Clearwater project team assess the overall effectiveness of the existing customer service business processes in place at the City of Clearwater's customer service center. Mr. Bean provides input and advisory consultation helping direct the project team's evaluation and business process improvement efforts.

CITY OF BALTIMORE BUREAU OF WATER AND WASTEWATER (MD)

Mr. Bean has been actively engaged in the City of Baltimore's Bureau of Water and Waste Water organizational assessment and optimization initiative. Acting in the capacity of senior advisor to the project team and the Bureau Chief, he provides key input on overall project focus and work planning. Mr. Bean regularly attends key project meeting and is

an active participant in project progress reporting.

CITY OF RALEIGH DEPARTMENT OF PUBLIC UTILITIES (NC)

Mr. Bean is currently serving as Project Director for a comprehensive review of key financial administration and management functions for the Public Utilities Department. His role involves directing the project team to identify key business processes for evaluation, assessment of staff competencies and experience requirements, and investigation of internal financial controls processes. Additional roles include workshop planning and facilitation as well as executive briefing meeting participation of Department's Executive Leadership Team.

DC WATER (DC)

In 2011, RFC was retained to help develop and implement a "Board Driven Strategic Plan". Mr. Bean served as the project's lead consultant to the Board. In that capacity Mr. Bean attended Board meetings, led Board (and various Board Committees) discussions and was the primary presenter during a number of Board presentations. Mr. Bean remains involved attending Board work sessions and acting as a liaison between the General Manager's office, the RFC strategic plan implementation team and the Board and a number of Board Committees.

SANITATION DISTRICT #1 OF NORTHERN KENTUCKY (KY)

Mr. Bean is leading the RFC project team that is engaged in the development of a new SD1 strategic plan. Acting as the lead facilitator Mr. Bean coordinates directly with the RFC project team and the SD1 executive management team. His involvement included planning and conducting key workshops as well as content development for the RFC prepared final deliverables.

CITY OF WILMINGTON PUBLIC WORKS DEPARTMENT (DE)

The City of Wilmington's (City) water, sewer, and storm-water public utility services are provided through its water/sewer utility enterprise fund. Over the last several years the financial condition of the utility organization has required inter-governmental support to maintain financial viability.

The City's utility organization, like many public utility organizations around the country, is challenged by increased regulatory requirements, aging infrastructure and more

recently, reduced revenues caused by the economic environment. To assist the City's leadership in ensuring that the water and sewer enterprise fund regains its ability to be self-supporting, the City sought assistance from RFC to assess and evaluate key areas of its water, sewer, and storm-water utilities. The RFC Utility Assessment and Optimization Process were used.

The process focused on evaluating the effectiveness of the organization around Governance, Finance, Management and Operations of the Utility. Mr. Bean was the Governance Focus Area Leader. His involvement included working with the utility leadership, City Administration, Legal Staff and Elected Officials to evaluate various Governance Structures that would better support the ultimate objective of ensuring financial self-sufficiency of the City's utilities. Under Mr. Bean's direction, a Governance Focus Area Team was assembled from a variety of stakeholders to develop a series of governance changes that are currently being implemented.

BIRMINGHAM WATER WORKS BOARD (AL)

Mr. Bean served as a Technical Advisor for the 2011 rate update for the Birmingham Water Works Board (Board). He participated in a meeting with the Board's executive staff to discuss the political and financial impacts of the proposed rate increases. Based on his experience as a utility director, he was able to provide insights into the presentation of the recommendation. Mr. Bean also helped frame the discussion and identified issues that had arisen when he was responsible for similar presentations. The presentation was revised based on this meeting and ultimately presented to the Board. As a result, the recommendations were approved by the Board.

SAMPLE RELEVANT PROFESSIONAL EXPERIENCE

CHARLOTTE-MECKLENBURG UTILITIES (NC): DIRECTOR (1994-2010)

For 16 years, Mr. Bean served as Director of the Charlotte-Mecklenburg Utilities Department, a consolidated county-wide provider of water and wastewater services to more than 700,000 customers in seven communities across Mecklenburg County. Responsibilities included an annual operating budget of \$260 million, a five-year capital budget of \$1 billion, and 800 employees.



Stormwater program planning and development

Stormwater finance and utility development

Management policy and practice

Business process development and improvement

Data and systems integration

Database architecture and design

Raftelis Financial Consultants, Inc.: Director of Stormwater Management Consulting (2011-present)

AMEC: Vice President (1998-2011); Senior Project Manager (1995-1998); Project Manager (1991-1995)

Jarvis Associates: Project Engineer (1988-1991)

Talbert, Cox, and Associates: Project Engineer (1985-1988)

Bachelor of Science in Civil Engineering - North Carolina State University (1985)

American Public Works Association: Past President, North Carolina Chapter, Water Resources Division

Registered Professional Engineer: NC #15868 (1989)

KEITH READING, PE

SUBJECT MATTER EXPERT - STORMWATER SUPPORT

Vice President / Director of Stormwater Management Consulting

ROLE

Mr. Reading will be available to assist with alternative water supply and stormwater-related projects. In addition, Mr. Reading's team of consultants are available to support data retrieval, data management, and development of systems to interface multi-layers of data for engineering, customer service, management, and accountability purposes.

PROFILE

Mr. Reading has 29 years of experience in municipal stormwater management and civil engineering. As an executive and the leader of RFC's Stormwater Management Consulting Division, he has broad responsibilities for service delivery to clients across the U.S., with a particular focus on program and financial planning, stormwater utility, and enterprise fund data and systems development for local governments. Mr. Reading has consulted with many of the largest and most complex stormwater utilities in the U.S. and is one of the foremost authorities in the country regarding stormwater management programs, data, systems, and business processes. He has assisted with the establishment of 38 stormwater utilities in 13 states, serving as the lead consultant for 17 of them. As a senior manager for data-related services in this capacity, he has developed more than 30 stormwater utility impervious area or intensity of development databases and utility billing and collections or integration systems to support the connectivity of geographic billing data to legacy account-based billing systems. Mr. Reading's other technical expertise includes water resources and civil engineering planning, analysis, graphical and non-graphical database development and management, and environmental and regulatory compliance efforts. He is experienced in all aspects of implementing municipal stormwater management programs, from strategic planning and regulatory compliance services, to database architecture and customer service support systems.

RELEVANT PROJECT EXPERIENCE

CITY OF PHILADELPHIA (PA)

Mr. Reading served as lead analyst for this project for the Philadelphia Water Department to assess many aspects of the stormwater utility's residential rate structure, phase-in plans, credits program, and economic assistance program. The project required detailed account assessment at the individual account level for more than 500,000 records. Mr. Reading developed the database architecture for the analysis and directed the analytical efforts of programmers and DBAs. He was also responsible for developing summary reports that depicted the estimated implications of proposed rate and credit and phase-in policy shifts.

CITY OF BALTIMORE (MD)

Mr. Reading served as Program Manager for a complex and fast-paced project to implement a stormwater fee for the City of Baltimore Bureau of Water and Wastewa-

ter. He was responsible for oversight of all data-, systems-, and policy-related efforts in support of developing the fee.

CITY OF DALLAS (TX)

Mr. Readling serves as Project Manager for the study and implementation of a stormwater rate structure change for the City of Dallas (City). The City implemented a stormwater fee in 1991 that generates about \$49 million annually. The rate structure change represents a significant effort on the part of the City to assure the financial stability of its Storm Drainage Fund, recover costs more equitably from its ratepayers, and to do both in a transparent fashion. If implemented, the updated rate structure embodies a considerable change, not only for ratepayers receiving changed bills, but also for the City's business processes for billing and account maintenance. RFC is tasked with determining the stormwater cost of service and developing the stormwater financial plan. RFC will also be updating available impervious area data and evaluating potential rate structures. We will be performing an account review and evaluating the impacts upon customers of a rate structure change. In addition, we will evaluate the billing mechanism and perform account to parcel matching. RFC will assist the City with necessary rate ordinance changes and with public outreach around the rate structure changes. RFC will be assisted by subcontractors Pacheco Koch Consulting Engineers, and Ware and Associates.

STORMWATER PROGRAM AND UTILITY DEVELOPMENT, VARIOUS CLIENTS

Mr. Readling served as Project Manager or Principal in Charge responsible for developing stormwater management programs or utilities for the Cities of Greensboro, Durham, Philadelphia, and approximately 20 additional municipalities and counties in the U.S. Additional stormwater program clients for whom Mr. Readling has worked are:

- » Arapahoe County, CO – Developed feasibility study for impervious area database development
- » Douglas County, CO – Developed feasibility study for impervious area database development
- » Cobb County, GA – Tested efficacy of regression equations to predict imperviousness
- » Columbia County, GA – Developed impervious area database, billing system connectivity
- » Griffin, GA – Developed impervious area database, billing system, maintenance module
- » Decatur, GA – Developed feasibility study for impervious area database development
- » Gainesville, GA – Developed feasibility study for

- impervious area database development
- » Cartersville, GA – Developed impervious area database, billing system connectivity
- » Indianapolis, IN – Developed procedures to correct faulty database and billing system
- » Rock Island, IL – Developed impervious area database and billing connectivity
- » Chapel Hill, NC – Developed impervious area database, billing system, and maintenance module
- » Charlotte, NC – Developed customer service and database maintenance policies
- » Durham, NC – Developed impervious area database, billing system, maintenance module
- » Fayetteville, NC – Developed impervious area algorithms, billing and maintenance algorithms
- » Garner, NC – Developed enterprise fund for capital improvements
- » Greenville, NC – Developed impervious area database, billing system, and maintenance module
- » Kernersville, NC – Developed billing connectivity and impervious area database
- » Rocky Mount, NC – Developed impervious area database, billing system, and maintenance module
- » Philadelphia, PA – Reorganized existing utility to convert to impervious area methodology
- » Beaufort County, SC – Developed methodology for declining block intensity of development rate
- » Columbia, SC – Developed impervious area database and customer service module
- » Greenville, SC – Developed impervious area database, billing system, and maintenance module
- » Horry County, SC – Developed impervious area regression algorithms and maintenance processes
- » Tega Cay, SC – Developed impervious area database and billing connectivity
- » Other Clients - Served as Project Manager or Principal in Charge for developing stormwater management programs or utilities for more than 20 additional municipalities and counties in the U.S.



Water, wastewater, and reclaimed water rates

Impact fees

Stormwater fees

Cost allocation

Utility rate surveys

Raftelis Financial Consultants, Inc.: Associate (2013-present); Analyst (2012)

Bachelor of Science in Business Administration (Financing & Accounting) – University of Central Florida (2012)

JOE WILLIAMS

STAFF CONSULTANT

Associate

ROLE FOR THIS PROJECT

Mr. Williams will assist with data acquisition, analysis, computer model development, surveys, presentation preparation, report writing, and other project-related activities.

PROFILE

Mr. Williams has a background in accounting and possesses extensive analytical, financial modeling and presentation skills. His expertise lies in the areas of research, compiling and analyzing data, and computer financial and rate model development. Mr. Williams has participated in a full complement of assignments supporting project managers in RFC's Orlando, Charlotte and Austin offices. Mr. Williams was also involved in conducting the comprehensive *Florida Water and Wastewater Rate Survey* of local government utilities located throughout Florida.

RELEVANT PROJECT EXPERIENCE

CITY OF TAVARES (FL)

RFC has been engaged with the City of Tavares for multiple studies and continuing service contracts. Mr. Williams has been assembling, reviewing, and compiling key data required for an ongoing feasibility review to fund stormwater facilities. This has involved modeling the financial impact various funding alternatives will have on cost recovery through rates, fees, and charges. He has also assisted with the research and data acquisition for rate and impact fee comparisons of surrounding utilities which are used in presentations and study reports.

CITY OF WILTON MANORS (FL)

RFC is assisting the City of Wilton Manors with a revenue sufficiency study and a review of the City's financial policies. Mr. Williams has been compiling key data for the revenue sufficiency analysis which involves development of a comprehensive model. He has also been designated to assist in drafting a report of the study's findings and conclusions.

CITY OF CAPE CANAVERAL (FL)

Mr. Williams is assisting with preparing a Capital Financing Plan to secure SRF loan proceeds for the newly combined sewer and stormwater enterprise. His responsibilities included the analysis of existing and projected financial operating of the enterprise to address that sufficient revenue would be available to repay the loan.

CITY OF GROVELAND (FL)

Mr. Williams is assisting with the model development for this project, which includes a rate design element along with comprehensive customer statistics and projections, individual line item budget projections and preparation of the draft

and final reports. This project also required the preparation and presentation of recommendation to City Council.

CITY OF MARATHON (FL)

RFC is currently engaged with the City of Marathon to provide a financial forecast for the Wastewater and Stormwater Utilities. Mr. Williams assisted with the model development, which includes highly detailed budget projections due to operating contracts and evolving customer characteristics in addition to revenue generation, reserve balance and capital improvement funding.

VILLAGE OF ISLAMORADA (FL)

Mr. Williams is assisting with the development of data for visual aids to be used in public presentations regarding the capital requirements and associated debt service required to address environmental needs of the community. He is also assisting in the update of an existing financial model to include current customer data and usage characteristics.

OTHER RELEVANT PROJECT EXPERIENCE

- » City of Alachua (FL) – Reclaimed Water Study
- » City of Atwater (CA) – Water Rate Study
- » City of Auburndale (FL) – Revenue Sufficiency Study
- » City of Clarksville (TN) – Water and Wastewater Financial Planning
- » City of New Port (RI) – Rate Study
- » Town of Oakland – Business Plan Review
- » St. Johns County (FL) – UCF Study
- » Volusia County (FL) – SE Service Area Evaluation
- » City of Winnipeg – Cost of Service Analysis



Organizational assessments
Strategic planning
Comparative industry
analyses
Rate modeling

Raftelis Financial
Consultants, Inc.: Consultant
(2013-present); Associate
Consultant (2011-2012)

The Institute for Sustainable
Development (2009-2011)

Master of Environmental
Management – Duke
University (2011)

Bachelor of Science in
Business/Economics,
Biology, Environmental
Studies – Randolph-Macon
College (2009)

CATHERINE NOYES CARTER

STAFF CONSULTANT

Consultant

ROLE

Ms. Carter will assist with data acquisition, analysis, computer model development, surveys, presentation preparation, report writing, and other project-related activities.

PROFILE

Ms. Carter has a background in environmental management and sustainability, and possesses extensive research and analytical skills. Her expertise lies in the areas of benchmarking, compiling and analyzing data, as well as assessments of organizational effectiveness practices. Since joining RFC, she has participated in numerous financial and management water, wastewater and stormwater studies. Her experience has focused specifically on strategic planning, organizational assessments, rate studies, benchmarking, utility regionalization studies, and litigation support. Ms. Carter is active in the water and wastewater industry, having presented at several conferences and co-authored a recent article on long-term rate increases in Journal AWWA. Prior to working at RFC, Ms. Carter was a senior fellow at the Institute for Sustainable Development.

RELEVANT PROJECT EXPERIENCE

CITY OF BALTIMORE (MD)

The City of Baltimore (City) Bureau of Water, Wastewater, and Surface Water (Bureau) provides water provides service to more than 1.8 million people in the greater Baltimore metropolitan area, and like many progressive utilities, sought to ensure that its operations were being managed and run efficiently. The City engaged RFC to conduct a comprehensive operational analysis of the nine divisions within the Bureau, with the ultimate goal of aligning the Bureau with water industry standards and best practices, resulting in a higher level of service for customers and stakeholders. Ms. Carter served as the project coordinator. Her involvement included interviewing key stakeholders; facilitating information gathering and validation sessions with division managers; preparing presentations, reports, and other deliverables; and general project coordination. Subsequently, the City's Department of Public Works (DPW), of which the Bureau is a subset, has engaged RFC to facilitate a Department-wide strategic planning effort. Ms. Carter is serving in a similar capacity, helping to facilitate strategic planning workshops with senior DPW leadership; synthesizing information and feedback; preparing presentations, reports, and other deliverables; and general project coordination.

CITY OF WILMINGTON (DE)

This project involved a comprehensive assessment of the City of Wilmington's water, wastewater, and storm water utilities organization. Primary project objectives included using the Effective Utility Management framework to determine organizational effectiveness in governance, finance, management, and operations. Ms. Carter assisted with stakeholder feedback sessions and creating the implementation plan for

a series of organizational and policy improvements, designed to enhance the overall financial sustainability of the utilities.

MOUNT PLEASANT WATERWORKS (SC)

RFC has conducted a number of projects for Mount Pleasant Waterworks over the last several years. Ms. Carter has been involved in both a strategic planning project and a financial policy benchmarking project. The strategic planning process included establishing vision, mission, and values for the organization, and then determining key operational, management, financial, and governance goals, and establishing the steps and metrics necessary to implement to achieve those goals. Ms. Carter assisted with best practice research, metric benchmarking, stakeholder engagement sessions, and final recommendations, as well as report and presentation development. The financial policy benchmarking project examined the practices of more than 40 utilities with regard to rate setting and payments in lieu of taxes (PILOT). Ms. Carter conducted the benchmarking research and prepared the project deliverables.

US NAVY

Ms. Carter served as the lead consultant on a project for the US Navy. The Navy's installations in Norfolk, VA and Virginia Beach, VA are served by the City of Norfolk. The US Navy asked RFC to assist the Navy in reviewing the City's cost of service study. Ms. Carter developed a model that mimicked the calculations prepared by the City's rate consultant. This model was used to identify areas of concern in the cost allocations to the Navy. She assisted in drafting responses to the City's cost of service analysis, participated in meetings with the Navy, and participated in meetings with the City and its rate consultants.

COUNTY OF DARE WATER DEPARTMENT (NC)

RFC is currently engaged in conducting a 2012 update of the County of Dare Water Department's (Dare) water rates. Due to its geographic situation (the County spans several barrier islands), Dare actually operates three separate treatment and distribution systems, but is in the process of moving toward a uniform customer rate. For this engagement, Ms. Carter has conducted billing data analysis, assisted with the determination of pricing objectives and rate structure conceptual design, and is working to update the rate model and prepare project deliverables.

GLOUCESTER COUNTY (VA)

RFC was engaged by the Gloucester County Public Utilities

Department (Department) to assess and evaluate the Department using the Effective Utility Management framework and to identify opportunities to strengthen the financial stability of the County's water and wastewater utilities. Ms. Carter researched industry best practices and benchmarks and provided support for the development of the utility assessment and recommendations.

PIMA COUNTY (AZ)

RFC is assisting the Pima County Regional Wastewater Reclamation Department with a review of its connection fee structure and assessment methodology. For this project, Ms. Carter conducted a benchmarking survey of 20 comparable utilities in the southwestern United States and assisted in the preparation of the final report and presentation.

OTHER RELEVANT PROJECT EXPERIENCE:

- » Town of Cary (NC) – Bond Feasibility Study
- » DC Water – Strategic Plan Update
- » New Orleans Business Council (LA) – Review of best practices in governance structures
- » Sewanee Utility District (TN) – Rate Model Update

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SECTION 3:

Familiarity with St. Johns County and/or the Utility

RFC, through its Director of Florida Operations, Mike Rocca, who has served the County since 1997, is proud to have played a role in the development of St. Johns County's (County) outstanding water and wastewater utility group and is looking forward to assisting the utility in the future.

RFC's knowledge of the utility system along with a comprehensive understanding of the diverse and complex nature of the service area sets us apart from other consulting firms. The long-standing and continuous involvement of Mr. Rocca assisting with expansions and acquisitions as well as funding and policy issues have forged lines of communications and trust between County staff and RFC consultants that reduces costs and expedites assignment completions. Provided below are several of the major assignment categories demonstrating RFC's familiarity with St. Johns County.

COMPREHENSIVE RATE STUDIES

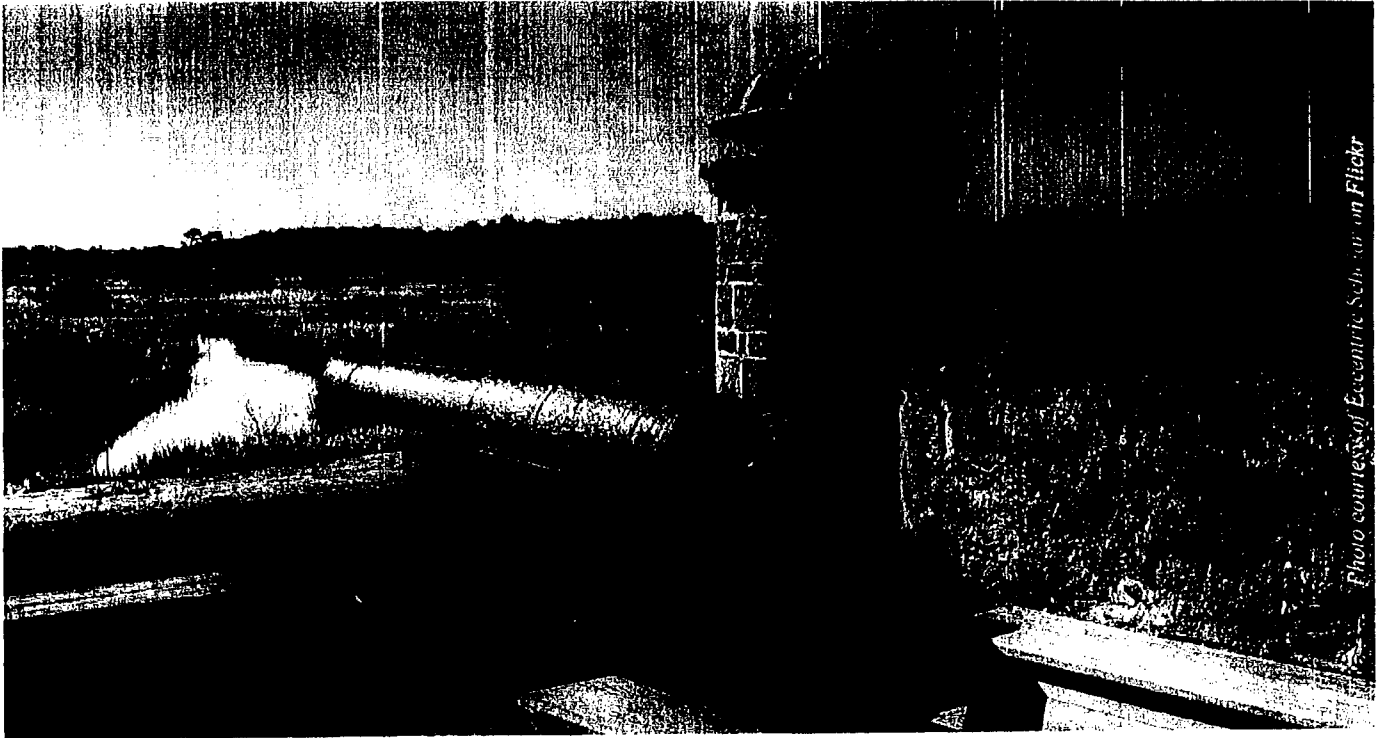
RFC recently conducted a comprehensive review that included an evaluation of the existing rate structure, a revenue sufficiency analysis, and a program for funding the five-year capital improvements. To accomplish the evaluation of the rate structure and revenue sufficiency, RFC conducted a review of the customer classifications and characteristics, together with allocations of fiscal requirements to appropriated categories pursuant to cost of service principles. These activities were managed within a dynamic computer rate model, allowing for analyses of alternatives and projection of the impacts on customers and the utility. The capital funding program portion of the study was accomplished through reviews of historic and current financial data, along with meetings with County staff members responsible for the management, operations and scheduling of capital projects. The information acquired from the reviews and meetings was used to develop a master funding forecasting sched-

ule identifying the sources and uses of funds for capital improvements. This forecasting schedule was incorporated into the utility system's computer rate model, which identified the impact on rates and fund balances as changes were made to the master funding forecasting schedule.

Multi-year rate adjustments were also identified, together with the strategic funding amounts and timing. The rate adjustments were designed to equitably recover costs from customers who benefited from the different services and allow for the utility to provide for ongoing high quality services, maintain its investment grade ratings, address necessary capital improvements, and build cash reserves for financial stability and future needs. RFC fully documented all activities, findings, and conclusions in a rate study report, which was presented to the County for their use and adoption.

UTILITY ACQUISITION FINANCIAL FEASIBILITY STUDIES

Separate financial feasibility studies were developed for the individual acquisition of each of two investor-owned utilities located in the northeastern portion of the County. The initial study was used to assist the acquisition team, composed of engineering, legal, and financial consultants and County staff, to develop an acquisition program benefiting both the customers and the County. After considerable discussions that incorporated comparative analyses on rates, revenue, operating expenses, capital improvement, and rate impacts on customers, it was determined that a stand-alone utility enterprise, known as the Ponte Vedra System, would be



formed to improve services. It was further determined that the policies and rate structure in place for the Main System would be appropriated and adequately serve the needs of the newly formed system.

Shortly after the formation of the Ponte Vedra System, the County proceeded to review the feasibility of acquiring a second nearby investor-owned utility. The acquisition of this second utility required a similar feasibility study for use by the acquisition team. Subsequent to this second acquisition, Mr. Rocca has assisted with rate and unit connection fee updates, review of policies, and capital improvement funding alternatives.

FINANCIAL FEASIBILITY REPORT

Both utility systems of the County have strategically incorporated different funding mechanism to acquire the proceeds required for funding renewals, expansions, and regulatory compliance needs. These funding mechanisms consist of revenue bonds, SRF loans, capital leases programs, grants, and operating reserves. Generally, funding proceeds derived from revenue bonds are the most involved, requiring a documented report establishing the feasibility of the utility to amortize the loan and meet all covenant requirements.

Financing requires a significant amount of data be provided to potential lenders and rating agencies to establish high creditworthiness for favorable rates. The data was compiled in financial feasibility reports and incorporated as part of the bond issuance documentation.

Mr. Rocca has participated in over eight financial feasibility reports, which provided discussion on customer characteristics, historical financials, rates, policies, reserves, and projections of the utility's ability to meet debt service coverage and other requirements.

OTHER SERVICES

RFC and Mr. Rocca have been call upon by the County to assist with many different assignments involving policy- and financial-related issues. Several of these involve terms and conditions for inter-local agreements for service and service territory; development of a program to accommodate short service line extensions; feasibility of acquiring a portion of the West Augustine CRA service area; and opinions regarding use of reserves and reserve balances. For all of these assignments the County benefited from our historic knowledge of the County and its customers.

SECTION 4:

Schedule and Availability

PROJECTED RESOURCE AVAILABILITY

RFC places a high priority on being responsive to our clients and, therefore, each of our project schedules are individually formulated to manage and identify the work effort associated with the scope of services, and we actively manage each consultant's project schedule to ensure appropriate availability for addressing client needs.

RFC's staff has the capacity to perform the requested services for the County. RFC places a high priority on being responsive to our clients and, therefore, actively manages each consultant's project schedule to ensure appropriate availability for addressing client needs. It is RFC's policy to maintain fully staffed offices with senior, junior, and supporting personnel to meet client needs and commitments. The table on the right details each of our Project Team member's current workloads and availability.

OFFICE LOCATIONS AND THEIR ROLES ON THE PROJECT

The project will be led by Mike Rocca and Tony Hairston from RFC's Casselberry, FL Office. They will manage the project and serve as the primary contacts with the County. Additionally, Joe Williams, who also works in the Casselberry Office, will serve as a Staff Consultant. In addition, several of our team members will provide support for the project from RFC's Charlotte, NC and Cary, NC Offices. Further details regarding our team members' roles can be found in Section 2: Staff Qualifications and Project Team.

STAFF COORDINATION

RFC has 11 offices throughout the country and serves utility clients across the U.S. and abroad. Therefore, RFC's consulting staff is adept at working efficiently and effectively with colleagues in different locations. Through the use of technology (i.e., conference calls and GoToMeeting) and experienced project management, our Team will be able to successfully collaborate to provide high quality services for the County on this engagement.

Project Team's Workload

Team Members	Current Workload	Projected Workload
Mike Rocca	60%	55%
Tony Hairston	65%	65%
Lex Warmath	65%	55%
Doug Bean	60%	60%
Keith Readling	60%	60%
Joe Williams	70	70
Catherine Noyes Carter	75%	70%

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SECTION 5:

References

CITY OF PORT ST. LUCIE

Brad Macek, Project's Client Representative

Assistant Utility Director

900 Ogden Lane

Port St. Lucie, FL 34983

P: 772.873.6400

E: bmacek@cityofpsl.com

CITY OF WINTER HAVEN

Cal Bowen, Project's Client Representative

Finance Director

551 Third Street NW

Winter Haven, FL 33881

P: 863.291.5667

E: cbowen@mywinterhaven.com

CITY OF TAVARES

Lori Houghton, Project's Client Representative

Finance Director

P. O. Box 1068

Tavares, FL 32778

P: 352.742.6212

E: lhoughton@tavares.org

VOLUSIA COUNTY

Mike Ulrich, Project's Client Representative

Director of Water Resources

123 Indiana Ave.

Deland, FL 32772

P: 386.943.7057

E: mulrich@volusia.org

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SECTION 6:

Administrative Information

A. RFC has never had a contract/agreement relationship terminated/cancelled/suspended.

B. RFC has never filed an administrative or judicial action with any state Agency or state court.

C. RFC does not have any past, present and/or future contractual or personal relationships with employees of St. Johns County or officials or appointed officers which would have actual or the appearance of a conflict of interest.

D. RFC acknowledges that we may be required to submit three (3) years' annual financial statements, including company financial statement summaries, certified by a certified public accountant, prior to contract execution.

E. RFC has supplied information that is fully responsive to the RFQ, including, but not limited to, provision of any required license, permits, insurance, rate sheets & organizational papers.

F. RFC acknowledges that misrepresentation of any material fact, whether intentional or not, regarding our insurance coverage, policies or capabilities may be grounds for rejection of the RFQ submittal and rescission of any ensuing contract. A copy of our insurance certificate shall be furnished to the County prior to final execution of the contract.

G. RFC will comply with all necessary insurance requirements.



950 S. Winter Park Drive, Suite 240 / Casselberry, FL 32707
p: 407.960.1809 / f: 407.960.1803

www.raftelis.com

DRAFT

**CONTINUING CONTRACT
FOR RFQ 15-08
FINANCIAL AND MANAGEMENT CONSULTING SERVICES
ST. JOHNS COUNTY, FLORIDA
MASTER CONTRACT 15-MAS-RAF-05815**

This Contract is made as of the _____ day of _____, 2015, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and **Raftelis Financial Consultants, Inc.** [] an individual, [X] a corporation, [] a partnership, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is: **950 S. Winter Park Drive, Suite 240, Casselberry, FL 32707; Phone 407.960.1806; Fax 407.960.1803.** In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS

The term CONTRACT DOCUMENTS means and includes the following:

1. RFQ DOCUMENTS AND ALL ADDENDA (EXHIBIT A)
2. CONSULTANT'S RESPONSE TO RFQ AND PROPOSAL (EXHIBIT B)
3. CONTINUING CONTRACT AGREEMENT NUMBER 15-MAS-RAF-05815
4. ATTACHMENTS
5. NOTICE OF AWARD
6. INSURANCE CERTIFICATES
7. CONSULTANT PERFORMANCE REVIEW
8. TASK ORDERS
9. CHANGE ORDERS
10. CONSULTANT'S RATE SHEET / FEE SCHEDULE (EXHIBIT C)

ARTICLE 2 – SERVICES

- a. The CONSULTANT's responsibility under this Contract is to provide professional and consultation services as set forth in Exhibits A and B in the area of **Financial and Management Consulting Services for St. Johns County** on an as-needed basis for the duration of this Contract (the Services). The scope of such Services shall be detailed and performed in accordance with the provisions of a Task Order issued by the County for each project, and subject to the terms and conditions contained in the Contract Documents. Each Task Order issued under this Contract shall identify a representative of the COUNTY who shall provide direction to CONSULTANT in connection with services performed under the Task Order (the County Representative).
- b. The CONSULTANT shall perform the Services under the general direction of the County Representative.
- c. For each project, the CONSULTANT shall submit to the County Representative a detailed scope of work, a detailed cost estimate, and a project schedule on the CONSULTANT's letterhead. If a subcontractor is performing any work related to the Services, then the CONSULTANT shall submit documentation of the subcontractor's services and fees.

ARTICLE 3 – SCHEDULE - The COUNTY and the CONSULTANT shall mutually approve each project schedule. Upon mutual approval, the project schedule shall be attached to and incorporated into each Task Order.

ARTICLE 4 – COMPENSATION and BILLING/INVOICING

- a. The COUNTY shall pay as compensation to the CONSULTANT for services satisfactorily performed, in accordance with the terms, rates and fees provided in each Task Order issued.
- b. It is expressly understood that the CONSULTANT's compensation is based upon the CONSULTANT adhering to performance of the Services detailed in the Contract Documents. As such, the CONSULTANT's compensation is dependent upon satisfactory performance and delivery of all work product and deliverables noted in the Contract Documents.
- c. To the extent that the CONSULTANT is not in violation with any material aspect of this Agreement, and has not received a notice of termination of this Contract from the County, then the CONSULTANT may bill the County in accordance with the payment schedule provided in each issued Task Order.
- d. Although there is no billing form or format pre-approved by either the COUNTY, or the CONSULTANT, bills submitted by the CONSULTANT shall reference this Contract, the applicable Task Order number and a detailed written report of the work completed in connection with the Services. A sample billing form is attached to this

Contract as EXHIBIT D. The CONSULTANT is not required to use the sample billing form; however, if a bill from the CONSULTANT does not contain sufficient information to connect it to work performed pursuant to this agreement, the County may return the bill to the CONSULTANT, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill.

- e. Bills shall be delivered to the County Representative unless the County Representative directs the CONSULTANT in writing to deliver the bills elsewhere.
- f. Upon receipt and verification of the CONSULTANT's bill, the County shall process the bill, and forward payment to the CONSULTANT within thirty (30) days of verification.
- g. In order for both parties to close their books and records, the CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final billing to the COUNTY for any Task Order issued under this Contract, and indicate that all Services under that Task Order have been performed, all charges and costs for the Task Order have been invoiced to St. Johns County, and there is no further work to be performed under the Task Order.
- h. Acceptance of the final payment by the CONSULTANT shall constitute a release of all claims against the COUNTY arising from this Contract.
- i. Labor Unit rates established on the Effective Date of this Contract may be adjusted once annually and shall be reflected in the first Task Order issued after each anniversary date (12 calendar months) of this Contract. The reference index used to determine the amount of rate adjustment shall be the Bureau of Labor Statistics unadjusted Consumer Price Index for all items for All Urban Consumers (CPI-U), U. S. City Average, published immediately prior to the contract anniversary date.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE - By executing this Contract, the CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation provided in this Contract are accurate, complete, and current as of the Effective Date of this Contract. Such rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates, factual unit costs, or inaccurate representations of fees paid to outside consultants. The COUNTY may exercise its rights under this Article within one (1) year following the end of this Contract.

ARTICLE 6 – TERMINATION

- a. This Agreement may be terminated upon either the COUNTY or the CONSULTANT providing at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification shall indicate that either the COUNTY or the CONSULTANT intends to terminate this Contract no less than thirty (30) days from the date of notification and shall provide a date of termination. Consistent with other provisions of this Contract, the CONSULTANT shall be compensated for any services or expenses that are both authorized under this Contract and that are performed or accrue up to the termination of this Contract.
- b. Upon the CONSULTANT's receipt a Notice of Termination by the COUNTY, except as otherwise directed by the COUNTY, the CONSULTANT shall:
 - i. Stop work on the date and to the extent specified;
 - ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - iii. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY; and
 - iv. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 – PERSONNEL

- a. The CONSULTANT represents that it has or that it shall secure, at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- b. All of the Services required hereunder shall be performed by the CONSULTANT or under the CONSULTANT's supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable State and Local law to perform such Services.
- c. Any changes or substitutions in the CONSULTANT's key personnel, as listed in Exhibit C, must be made known to the COUNTY in accordance with Article 32 of this Contract, and written approval must be granted by the COUNTY before said change or substitution may become effective.
- d. The CONSULTANT agrees that all Services shall be performed by skilled and competent personnel in a manner consistent with that degree of care and skill ordinarily used by members of the same profession currently practicing under similar circumstances.

ARTICLE 8 – SUBCONTRACTING

- a. The CONSULTANT shall obtain the COUNTY’s consent prior to engaging any subcontractor to perform work under this Agreement. Such consent shall not be unreasonably withheld. The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the Services described in this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.
- b. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 9 - FEDERAL AND STATE TAX

- a. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY shall provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY’s Tax Exemption Number in securing such materials.
- b. The CONSULTANT shall be solely responsible for payment of CONSULTANT’s FICA and Social Security benefits with respect to performance under this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS - The CONSULTANT acknowledges that the COUNTY’s obligations under this agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this agreement shall not exceed the amount appropriated in the COUNTY’s budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this contract during any given fiscal year.

ARTICLE 11 - INSURANCE - The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate shall clearly indicate the CONSULTANT has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
 500 San Sebastian View
 St. Augustine, FL 32084

- a. Insurance Requirements: The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

The CONSULTANT shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONSULTANT shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by a CONSULTANT.

The CONSULTANT shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONSULTANT shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees.

- b. In the event of unusual circumstances, the County Administrator, or his designee, may adjust the insurance requirements contained herein. In such event, the COUNTY shall provide written notice of the required adjustment to the CONTRACTOR as provided in Article 32 of this Contract.

ARTICLE 12 – INDEMNIFICATION - The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. Said indemnification shall apply to any legal, equitable, or administrative action arising under this agreement, including any alternative dispute resolution proceeding.

ARTICLE 13 - SUCCESSORS AND ASSIGNS - The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 14 – REMEDIES - No remedy herein conferred upon any party is intended to be exclusive or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 15 - CONFLICT OF INTEREST - The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONSULTANT.

The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS - The CONSULTANT shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY's emissive and commissive

failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONSULTANT's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONSULTANT's failure to perform was without its fault or negligence, the Contract Schedule and any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 17 -- ARREARS - The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS - The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense shall be kept confidential by the CONSULTANT and shall not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract or at the COUNTY's expense shall be and shall remain COUNTY property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 19 -- PUBLIC RECORDS

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- b. In accordance with Florida law, to the extent that the CONSULTANT's performance under this Agreement constitutes an act on behalf of the County, the CONSULTANT shall provide access to all public records made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is expressly authorized, and acts on behalf of the County under this Agreement, the CONSULTANT shall:
 - (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) meet all requirements for retaining public records, and transfer at the CONSULTANT's sole cost and expense, all public records in the possession of the CONSULTANT upon termination of this Agreement. The CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

- c. Failure by the CONSULTANT to grant such public access shall be cause for unilateral termination of this Agreement by the County. The CONSULTANT shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the CONSULTANT's possession and shall promptly provide the County a copy of the CONSULTANT's response to each such request.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP - The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES – Pursuant to the requirements of Section 287.055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall be grounds for termination of this Contract. If this Contract is terminated for violation of this Article, the COUNTY may deduct from the CONSULTANT's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 22 - ACCESS AND AUDITS - The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Services for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice.

ARTICLE 23 – NONDISCRIMINATION - The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT - The COUNTY and the CONSULTANT agree that the Contract Documents identified in Article 1 of this document set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This contract shall be in effect for **three (3)** years from the day of acceptance by the County, and may be extended after negotiations with the CONSULTANT, if approved by the County for **three (3)** additional one year increments. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS - If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE - The CONSULTANT hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times conduct its business activities in a reputable manner.

ARTICLE 27 – SEVERABILITY - If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent

permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATIONS - No Task Orders or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a Change Order or Task Order.

The COUNTY reserves the right to make changes in the Services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Services affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Task Order Amendment for changes to a task in progress or a contract change order if the original contract is to be changed or amended and the CONSULTANT shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

ARTICLE 29 - ENUMERATION OF CONTRACT DOCUMENTS - The Contract Documents, except for modifications issued after execution of this Agreement, shall be enumerated in each Task Order.

ARTICLE 30 - FLORIDA LAW - This Contract shall be governed by the laws of the State of Florida. Venue for any legal, equitable, or administrative action arising under this Contract shall lie exclusively in St. Johns County.

ARTICLE 31 - ARBITRATION - The COUNTY shall not be obligated to arbitrate or permit any arbitration binding on the COUNTY under any of the Contract Documents or in connection with the project in any manner whatsoever. However, nothing shall prevent the COUNTY from engaging in binding arbitration in connection with this Contract if it chooses to do so.

ARTICLE 32- NOTICE - Except as otherwise provided in this Contract, all notices required in this Contract shall be sent by United States Postal Service, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
Attn: Bridget Mein, Contracts Coordinator
500 San Sebastian View
St. Augustine, Florida 32084

and if sent to the CONSULTANT shall be mailed to:

Raftelis Financial Consultants, Inc.
950 S. Winter Park Drive
Suite 240
Casselberry, FL 32707
Attn: Marco H. Rocca

ARTICLE 33 - HEADINGS - The headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect.

ARTICLE 34 - EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS - The failure of either party to insist upon strict performance of any provision set forth in the Contract Documents, or any Task Order issued pursuant to this Contract, shall not be construed as a waiver of such provision on any subsequent occasion.

ARTICLE 35 - TIME - Time is of the essence with respect to this Contract.

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand the day and year above written.

COUNTY

CONSULTANT

St. Johns County, Florida
(Typed Name)

Seal
(Raftelis Financial Consultants, Inc.)

By: _____
Signature

By: _____
Signature

Dawn Cardenas, Purchasing Manager
Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

Cheryl Strickland, Clerk of Courts

Legally Sufficient:

By: _____ Seal
Deputy Clerk

By: _____
Assistant County Attorney

Date of Execution

Date: _____