RESOLUTION NO. 16-09-67

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN RAFTELIIS FINANCIAL CONSULTANTS, INC., AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE RATE AND FINANCIAL OPERATIONS CONSULTING SERVICES FOR THE VILLAGE’S WASTEWATER UTILITY; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AUTHORIZING WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) has retained the services of Raf telis Financial Consultants, Inc. (“RFC”) to provide wastewater utility rate and financial operations consulting services; and

WHEREAS, the Village entered into a Professional Services Agreement (the “Agreement”) dated December 14, 2015 with RFC to provide its services at a not-to-exceed amount of $24,000.00, a copy of which is attached as Exhibit “A”; and

WHEREAS, the termination date of the Agreement is November 30, 2016, and RFC has determined that fees will be incurred for additional services needed through November 30, 2016 which will exceed the not-to-exceed amount of $24,000.00; and

WHEREAS, RFC has submitted a First Amendment to the Agreement (the “First Amendment”) to increase the not-to-exceed amount by $18,000.00, a copy of which is attached hereto as Exhibit “B”; and
WHEREAS, the Village Council finds that increasing the not-to-exceed amount, authorizing a waiver of competitive bidding for these services, and approval of the First Amendment are in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Amendment. The Village Council hereby approves First Amendment to the Agreement between the Village and RFC, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the First Amendment, including increasing the not-to-exceed amount by $18,000.00 to $42,000.00.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the First Amendment.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the terms and conditions of the First Amendment and to execute any extensions and/or amendments to the First Amendment, subject to the approval as to form and legality by the Village Attorney.
Section 6. **Waiver of Purchasing Provisions.** In accordance with Sections 2-328(1) and 2-328(3) of the Village Code, the Village Council waives the Purchasing Provisions of the Village Code to utilize the services of RFC without competitive selection.

Section 7. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22ND day of SEPTEMBER, 2016.

Motion to adopt by Vice Mayor Jim Mooney, second by Councilman Dennis Ward.

**FINAL VOTE AT ADOPTION**

Mayor Deb Gillis          YES
Vice Mayor Jim Mooney      YES
Councilman Mike Forster    YES
Councilman Chris Sante     YES
Councilman Dennis Ward     YES

DEB GILLIS, MAYOR

**ATTEST:**

KEELY TOOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

ROGET V. BRYAN, VILLAGE ATTORNEY
PROFESSIONAL SERVICES AGREEMENT BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS and RAFTELIS FINANCIAL CONSULTANTS,
INC.

This Professional Services Agreement ("Agreement") is entered into this ___ day of
December __, 2015 (hereinafter referred to as the effective date of the Agreement) by and
between Islamorada, Village of Islands, a Florida municipal corporation, (the "Client") and Raftelis
Financial Consultants, Inc. ("RFC").

Witnesseth

WHEREAS, RFC has substantial skill and experience in water and wastewater finance,
management, and pricing; and

WHEREAS, Client desires to hire RFC and RFC desires to provide services to the Client;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, the Parties hereto agree to the terms and conditions set forth herein.

Article 1. Statement of Work

RFC shall provide professional consulting services to assist the Client with the following:
(1) capital funding analysis including the review of available and required funds for program
completion;
(2) revenue analysis including a review of wastewater billing and assessment collections;
(3) revenue sufficiency analysis and debt service coverage including a five-year projection of rate
revenue, wastewater assessments, operating expenses, renewal and replacement, debt service, and
availability of non-wastewater funding sources such as infrastructure funds; and
(4) miscellaneous services including various wastewater rate structure, indexing, and related issues.

Article 2. Time for Completion

This Agreement will commence upon execution by both parties and remain in effect through
November 30, 2016. Any further extensions/ of this Agreement shall be at the option of both the
Parties and shall be in writing and not to exceed a period of one hundred and eighty (180) days.

Article 3. Compensation

Client shall pay to RFC the sum not to exceed twenty four thousand dollars ($24,000.00) for
services rendered hereunder, which includes professional fees and direct reimbursable expenses
incurred in performing the scope of services, as outlined in Attachment A. The parties understand
that this sum is based upon the scope of work contained herein at RFC's current hourly rate
schedule included in Attachment A. Any expansion of the scope of work by the Client shall involve
the discussion of additional fees by both parties.

Page 1 of 8
RFC shall submit invoices to the Client on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, hours expended, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from the RFC for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to the RFC within forty-five (45) days.

**Article 4. Additional Services**

At the Client’s request, RFC may submit proposals for additional professional services. Each proposal submitted shall include in detail: (1) scope of work for the additional services, (2) period of services to be performed, and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to RFC prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client in the form of an Amendment to this Agreement shall become part of this Agreement and shall be governed by the terms and conditions contained herein upon written execution of such Amendment.

**Article 5. Place of Performance**

RFC shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

**Article 6. Indemnification**

RFC hereby agrees to indemnify the Client and to hold the Client harmless against any and all claims, action, or demands against the Client arising from the services provided pursuant to this Agreement, and against any and all damages for injury to or death of any person and for loss of or damage to any and all property arising out of the negligent acts, errors or omissions of RFC under this Agreement. RFC shall not be held responsible for any claims caused by the negligence of the Client.

**Article 7. Insurance**

RFC shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be added as additional insured with endorsement on the RFC’s Certificates of Insurance and the RFC will provide the Client with these Certificates of Insurance.

- Commercial general liability insurance - $1,000,000 for each occurrence and $2,000,000 in the aggregate
- Comprehensive automobile liability insurance - $1,000,000 combined single limit each occurrence
- Workers Compensation insurance – Statutory limits
- Professional liability insurance - $1,000,000 in the aggregate
- Excess or Umbrella Liability - $3,000,000 in the aggregate

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Article 8. Confidential Information

RFC acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, RFC may be given access to, or come into possession of, confidential information of the Client which information contains privileged material or other confidential information. RFC acknowledges and agrees, except if required by judicial or administrative order, trial, or other governmental proceeding pertaining to this matter, that it will not use, duplicate, or divulge to others any such information belonging to or disclosed to RFC by the Client without first obtaining written permission from the Client. “Confidential information” as used herein, includes information, materials, products, and deliverables developed during, and discoveries and contributions made by RFC in the performance of this Agreement. All tangible embodiments of such information shall be delivered to the Client by RFC upon termination hereof, or upon request by the Client, whichever occurs first. The Client acknowledges RFC has the right to maintain its own set of work papers which may contain confidential information.

Article 9. Independent Contractor Status

It is understood and agreed that RFC will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, RFC’s employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker’s compensation, industrial accident, labor, or taxes of any kind. RFC’s employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker’s compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of RFC’s employees. RFC shall be fully responsible for any such withholding or paying of taxes or social security.

Article 10. Reliance on Data

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

Article 11. Opinions and Estimates

RFC’s opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and RFC’s expertise and qualifications as a professional. RFC does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Clients’ estimates or forecasts or from actual outcomes. RFC identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.
Article 12. No Consequential Damages

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

Article 13. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for convenience on thirty (30) days’ notice to RFC, or (b) for cause, if RFC materially breaches this Agreement through no fault of Client and RFC neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after Client has given written notice of the alleged breach to RFC.

2. **By RFC** (a) for cause, if Client materially breaches this Agreement through no fault of RFC and Client neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after RFC has given written notice of the alleged breach to Client.

3. **Payment upon Termination.** In the event of termination, RFC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. RFC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work.

Article 14. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Client:

Maria T. Aguilar  
Village Manager  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036

If for RFC:

Diane Adams  
Chief Financial Officer  
Rafelis Financial Consultants, Inc.  
227 West Trade Street, Suite 1400  
Charlotte, NC 28202
Article 15. Compliance with Applicable Laws

RFC agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by RFC, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 16. Records/Audits

RFC shall maintain and require sub consultants to maintain complete and correct records, books, documents, papers and accounts directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. RFC shall make such records available for an audit as may be requested by the Village Manager. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and property reflect all program costs expended in the performance of this Agreement.

The Client or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for three (3) years from the date of final payment or termination of this Agreement.

The Client shall have the right to immediately terminate this Agreement for the refusal by RFC to comply with Chapter 119, Florida Statutes, as applicable.

Article 17. General Provisions

A. Entire Agreement: This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.

B. Waiver: The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship: Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between RFC and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
D. **Assignment and Delegation:** Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. **Severability:** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

F. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

G. **Paragraph Headings:** The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

H. **Third Party Rights** Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

(This space is intentionally left blank)
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

ISLAMORADA, VILLAGE OF ISLANDS

By: ____________________________
Signature: ________________
Title: Village Manager
Date: ________________
Witness: ____________________________

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: ____________________________
Signature: ________________
Title: Anthony D. Hairston, Senior Manager
Date: ________________
Witness: ____________________________
## Attachment A – RFC Billing Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice President</td>
<td>$270.00</td>
</tr>
<tr>
<td>Senior Manager</td>
<td>$240.00</td>
</tr>
<tr>
<td>Manager/Director of Data Services</td>
<td>$220.00</td>
</tr>
<tr>
<td>Senior Consultant</td>
<td>$190.00</td>
</tr>
<tr>
<td>Consultant</td>
<td>$170.00</td>
</tr>
<tr>
<td>Associate</td>
<td>$140.00</td>
</tr>
<tr>
<td>Analyst</td>
<td>$100.00</td>
</tr>
<tr>
<td>Administration</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

Travel and reimbursable expenses shall be paid according to actual cost, and shall include copies of receipts as supporting documentation thereof. Mileage shall be reimbursed at the rate of $0.575 per mile.
FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

THIS AMENDMENT to the Professional Services Agreement (the “First Amendment”) is made between RAFTELIS FINANCIAL CONSULTANTS, INC., a Florida corporation (“RFC”), and ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipal corporation (the “Village”).

WHEREAS, RFC and the Village entered into a certain Professional Services Agreement (the “Agreement”) effective December 14, 2015, attached hereto as Exhibit 1; and

WHEREAS, the parties desire to enter into this First Amendment to modify the not-to-exceed amount of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this First Amendment, RFC and the Village agree as follows.

Section 1. Amendment to Agreement. The Agreement is amended to read as follows:

***

Article 3. Compensation

Client shall pay to RFC the sum not to exceed twenty-four Forty-Two Thousand dollars ($24,000.00) ($42,000.00) for services rendered hereunder, which includes professional fees and direct reimbursable expenses incurred in performing the scope of services, as outlined in Attachment A.

Section 2. No Further Modifications. All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set for the herein.

Section 3. Effective Date. This First Amendment shall be effective on September 26, 2016.
IN WITNESS WHEREOF, there parties execute this First Amendment on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, and by RFC by and through its principal.

Attest:

Kelly Toth, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: Maria T. Aguilar, Village Manager

Date: 9/26/2016

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: Anthony D. Haiston, Senior Manager

Signature

Title

Date: 9/28/2016

Witness
PROFESSIONAL SERVICES AGREEMENT BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS and RAFTELIS FINANCIAL CONSULTANTS,
INC.

This Professional Services Agreement ("Agreement") is entered into this ___ day of
December, 2015 (hereinafter referred to as the effective date of the Agreement) by and
between Islamorada, Village of Islands, a Florida municipal corporation, (the “Client”) and Raftelis
Financial Consultants, Inc. ("RFC").

Witnesseth

WHEREAS, RFC has substantial skill and experience in water and wastewater finance,
management, and pricing; and

WHEREAS, Client desires to hire RFC and RFC desires to provide services to the Client;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, the Parties hereto agree to the terms and conditions set forth herein.

Article 1. Statement of Work

RFC shall provide professional consulting services to assist the Client with the following:
(1) capital funding analysis including the review of available and required funds for program
completion;
(2) revenue analysis including a review of wastewater billing and assessment collections;
(3) revenue sufficiency analysis and debt service coverage including a five-year projection of rate
revenue, wastewater assessments, operating expenses, renewal and replacement, debt service, and
availability of non-wastewater funding sources such as infrastructure funds; and
(4) miscellaneous services including various wastewater rate structure, indexing, and related issues.

Article 2. Time for Completion

This Agreement will commence upon execution by both parties and remain in effect through
November 30, 2016. Any further extensions/ of this Agreement shall be at the option of both the
Parties and shall be in writing and not to exceed a period of one hundred and eighty (180) days.

Article 3. Compensation

Client shall pay to RFC the sum not to exceed twenty four thousand dollars ($24,000.00) for
services rendered hereunder, which includes professional fees and direct reimbursable expenses
incurred in performing the scope of services, as outlined in Attachment A. The parties understand
that this sum is based upon the scope of work contained herein at RFC’s current hourly rate
schedule included in Attachment A. Any expansion of the scope of work by the Client shall involve
the discussion of additional fees by both parties.
RFC shall submit invoices to the Client on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, hours expended, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from the RFC for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to the RFC within forty-five (45) days.

Article 4. Additional Services

At the Client’s request, RFC may submit proposals for additional professional services. Each proposal submitted shall include in detail: (1) scope of work for the additional services, (2) period of services to be performed, and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to RFC prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client in the form of an Amendment to this Agreement shall become part of this Agreement and shall be governed by the terms and conditions contained herein upon written execution of such Amendment.

Article 5. Place of Performance

RFC shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

Article 6. Indemnification

RFC hereby agrees to indemnify the Client and to hold the Client harmless against any and all claims, action, or demands against the Client arising from the services provided pursuant to this Agreement, and against any and all damages for injury to or death of any person and for loss of or damage to any and all property arising out of the negligent acts, errors or omissions of RFC under this Agreement. RFC shall not be held responsible for any claims caused by the negligence of the Client.

Article 7. Insurance

RFC shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be added as additional insured with endorsement on the RFC’s Certificates of Insurance and the RFC will provide the Client with these Certificates of Insurance.

Commercial general liability insurance - $1,000,000 for each occurrence and $2,000,000 in the aggregate
Comprehensive automobile liability insurance - $1,000,000 combined single limit each occurrence
Workers Compensation insurance – Statutory limits
Professional liability insurance - $1,000,000 in the aggregate
Excess or Umbrella Liability - $3,000,000 in the aggregate
Article 8. Confidential Information

RFC acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, RFC may be given access to, or come into possession of, confidential information of the Client which information contains privileged material or other confidential information. RFC acknowledges and agrees, except if required by judicial or administrative order, trial, or other governmental proceeding pertaining to this matter, that it will not use, duplicate, or divulge to others any such information belonging to or disclosed to RFC by the Client without first obtaining written permission from the Client. “Confidential information” as used herein, includes information, materials, products, and deliverables developed during, and discoveries and contributions made by RFC in the performance of this Agreement. All tangible embodiments of such information shall be delivered to the Client by RFC upon termination hereof, or upon request by the Client, whichever occurs first. The Client acknowledges RFC has the right to maintain its own set of work papers which may contain confidential information.

Article 9. Independent Contractor Status

It is understood and agreed that RFC will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, RFC’s employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker’s compensation, industrial accident, labor, or taxes of any kind. RFC’s employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker’s compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of RFC’s employees. RFC shall be fully responsible for any such withholding or paying of taxes or social security.

Article 10. Reliance on Data

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

Article 11. Opinions and Estimates

RFC’s opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and RFC’s expertise and qualifications as a professional. RFC does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Clients’ estimates or forecasts or from actual outcomes. RFC identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.
Article 12. No Consequential Damages

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

Article 13. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for convenience on thirty (30) days’ notice to RFC, or (b) for cause, if RFC materially breaches this Agreement through no fault of Client and RFC neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after Client has given written notice of the alleged breach to RFC.

2. **By RFC** (a) for cause, if Client materially breaches this Agreement through no fault of RFC and Client neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after RFC has given written notice of the alleged breach to Client.

3. **Payment upon Termination.** In the event of termination, RFC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. RFC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work.

Article 14. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Client:

Maria T. Aguilar  
Village Manager  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036

If for RFC:

Diane Adams  
Chief Financial Officer  
Rafteris Financial Consultants, Inc.  
227 West Trade Street, Suite 1400  
Charlotte, NC 28202
Article 15. Compliance with Applicable Laws

RFC agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by RFC, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 16. Records/Audits

RFC shall maintain and require sub consultants to maintain complete and correct records, books, documents, papers and accounts directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. RFC shall make such records available for an audit as may be requested by the Village Manager. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.

The Client or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for three (3) years from the date of final payment or termination of this Agreement.

The Client shall have the right to immediately terminate this Agreement for the refusal by RFC to comply with Chapter 119, Florida Statutes, as applicable.

Article 17. General Provisions

A. Entire Agreement:
   This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.

B. Waiver:
   The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship:
   Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between RFC and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
D. **Assignment and Delegation:** Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. **Severability:** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

F. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

G. **Paragraph Headings:** The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

H. **Third Party Rights:** Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

(This space is intentionally left blank)
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

ISLAMORADA, VILLAGE OF ISLANDS

By: __________________________
    Signature
    Village Manager

Title  10/14/2015
Date

Witness

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: __________________________
    Signature
    Anthony D. Hairston  Senior Manager

Title  December 11, 2015
Date

Witness
## Attachment A – RFC Billing Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice President</td>
<td>$270.00</td>
</tr>
<tr>
<td>Senior Manager</td>
<td>$240.00</td>
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<tr>
<td>Manager/Director of Data Services</td>
<td>$220.00</td>
</tr>
<tr>
<td>Senior Consultant</td>
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<tr>
<td>Consultant</td>
<td>$170.00</td>
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<tr>
<td>Associate</td>
<td>$140.00</td>
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<tr>
<td>Analyst</td>
<td>$100.00</td>
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<tr>
<td>Administration</td>
<td>$70.00</td>
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</tbody>
</table>

Travel and reimbursable expenses shall be paid according to actual cost, and shall include copies of receipts as supporting documentation thereof. Mileage shall be reimbursed at the rate of $0.575 per mile.
August 25, 2016

Islamorada, Village of Islands
Attn: Ms. Maria Aguilar
Village Manager
86800 Overseas Highway
Islamorada, FL 33036

Subject: Islamorada Account Information System Scope

Dear Ms. Aguilar:

As the Village of Islamorada's (Village) begins the customer notification process for wastewater service availability, the complexity of the wastewater billing records will multiply. As we have discussed and demonstrated on a couple of occasions with key Village staff, Ralertis Financial Consultants, Inc. (RFC) has the expertise, experience, and local knowledge to develop a wastewater customer account information system. Attached is a proposal to design, develop, and deliver a customized account information system that is tailored for the Village's specific needs. We have included a project schedule that begins September 15, 2016 with implementation by March 2017 and post-live support through May 2017.

We look forward to continuing to assist the Village in its wastewater program implementation. Please do not hesitate to contact me with any questions that you or your staff may have regarding this proposal.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Tony Hairston
Manager
Islamorada Account Information System Scope

Introduction

The Village of Islamorada (Village) provides its utility customers with a variety of services for which fees are billed and collected in differing ways. Raftelli’s Financial Consultants, Inc. (RFC) has assisted the Village with utility rates for its wastewater utility and, in doing so, understands that the Village will be dramatically increasing its customer base for wastewater service in the coming year. RFC has suggested that customer service responsiveness and billing data quality could be improved through the implementation of an account information system to track and view its customer accounts. The Village bills and collects its wastewater fees through a third party billing agent, Florida Keys Aqueduct Authority (FKAA). In order to ensure that the charges levied by FKAA accurately reflect those charges expected by the Village, there will also need to be a regular reconciliation of customer accounts. Given its experience with other utilities in similar situations, RFC demonstrated a tool for a similar sized utility with many of the same needs. The following scope of services details the process for developing such a tool that will meet the specific needs of the Village given its increasing customer base. The project methodology described below presents a framework for system development that has been successfully applied for numerous utility solutions developed by RFC.

Creation of Account Information System

**Task 1. Data and Systems Review**

In order to place the new account information system within the context of the Village’s greater utility billing and IT context, the creation of such a system should begin with a thorough review of other supporting systems. RFC has some familiarity with the data made available by FKAA via monthly reporting files as well as some information about the systems used by the Village’s utility billing staff on a daily basis. It is recommended that a thorough review be conducted to assist with envisioning how the systems could be tied together in such a way that utility information is highly available and easily understandable through the new account information system. While this task is relatively small in terms of effort, it could drive some aspects of the design of the application as data availability and system interfaces are catalogued.

**Task 2. Detailed Design and Requirements**

Once the overall context of the account information tool has been established, RFC will collaborate with Village staff to develop the functional and technical requirements of the new system. RFC anticipates that the new tool will be developed as a custom application in Visual Studio using the C# programming language. This application will likely be set up to leverage the Village’s current SQL Server database platform, and would be developed as a desktop application to be installed on users’ local machines.

Beyond these anticipated technical requirements, RFC will develop detailed documentation on functional requirements concerning behaviors that the application should exhibit, what inputs and outputs exist for each behavior, and how each behavior will be tested. Input will be collected on what the user interface for the application should look like in the form of a user story. In this way, RFC and Village staff can plan the workings of the application and establish functionality before development begins. Design and planning often save a great deal of effort when it comes to application development as the programmers will know what needs to be accomplished and can execute their work without the need to refactor or add unexpected functionality. RFC will deliver detailed functional requirements documentation as part of this task and will expect to iterate with Village staff on these requirements until all parties are satisfied with the result before beginning application development.
Project Timeline

The following represents the project timeline, assuming a notice-to-proceed date by September 15, 2016:

<table>
<thead>
<tr>
<th>#</th>
<th>Task</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
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<tbody>
<tr>
<td>1</td>
<td>Data and Systems Review</td>
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<tr>
<td>2</td>
<td>Detailed Design and Requirements</td>
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<tr>
<td>3</td>
<td>Prototype Development and Review</td>
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<tr>
<td>4</td>
<td>Programming and Database Development</td>
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<td>5</td>
<td>Documentation and Training</td>
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<tr>
<td>6</td>
<td>Implementation</td>
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<tr>
<td>7</td>
<td>Post Go-live Support</td>
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Personnel

The primary RFC personnel for this engagement include:

Project Director: Tony Hairston
Project Manager: Henrietta Locklear
Lead Programmer: Chris McPhee

Other RFC technical personnel will be utilized as necessary, and we do not anticipate the need for any sub consultants for this engagement. Any potential expansion of the scope to include access to the Village’s assessment database would require the coordination with the Village’s assessment consultant, which is not contemplated herein. We have estimated 395 hours of professional consulting time for the tasks enumerated herein.
Project Budget

The following provides a cost estimate by task, inclusive of travel (5 onsite meetings) and incidental project costs:

<table>
<thead>
<tr>
<th>#</th>
<th>Task</th>
<th>Task Estimate</th>
<th>Onsite Trips</th>
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<td></td>
<td><strong>Total</strong></td>
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