



# TOWN COUNCIL AGENDA REGULAR MEETING

THURSDAY  
MARCH 21, 2024 – 2:00 P.M.

TOWN COUNCIL CHAMBERS  
4300 S. ATLANTIC AVENUE, PONCE INLET, FL

**SUNSHINE LAW NOTICE FOR BOARD MEMBERS – Notice is hereby provided that one or more members of the Town’s various boards may attend and speak at this meeting.**

A complete copy of the materials for this agenda is available at Town Hall.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL.

*NOTE: Citizens who wish to speak during Public Participation about any subject that is not on the meeting agenda should fill out the Citizen Participation Request form and submit it to the Town Clerk prior to the start of the meeting.*

4. ADDITIONS, CORRECTIONS OR DELETIONS TO THE AGENDA.

5. CITIZENS’ PARTICIPATION - *The Town of Ponce Inlet encourages engagement by citizens via a variety of means. This is an opportunity for our citizens to talk to us collectively on any subject that is not identified on the meeting agenda. The Town’s Rules for Conducting Town Council meetings are set forth in Resolution 2021-11 and include the following guidelines:*

- *Citizens are provided with **5 minutes** at each meeting to speak on one or more issues that are not otherwise placed on the meeting agenda.*
- *Please introduce yourself with your name and address clearly for the record.*
- *Share with us your thoughts, ideas, and opinions; we want to hear them.*
- *Under our rules, all questions and comments are directed to the Mayor.*

*While some questions may be able to be addressed at this meeting, others may require research or more information than we have readily available from our staff, so we may have to defer the response to you until we have that information. Also, depending on the type of issue, we may place the matter on a properly noticed subsequent meeting agenda. As a Council, we welcome the opportunity to hear from you and hope you will speak with us not only during Citizen Participation but outside of these meetings. We understand the formal nature of this meeting, but rest assured, we want to hear from you, we want to address your concerns, and we are appreciative of your involvement.*

6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:

- A. Proclamation designating April as Water Conservation Month.
- B. Presentation from FCCMA recognizing the Town of Ponce Inlet for 30 years with the Council-Manager form of government.

7. CONSENT AGENDA - *Items on the consent agenda are defined as routine in nature that do not warrant detailed discussion or individual action by the Council; therefore, all items remaining on the*

*consent agenda shall be approved and adopted by a single motion, second and vote by the Town Council. Items on the consent agenda are not subject to discussion. **Any member of the Town Council may remove any item from the consent agenda simply by verbal request at the Town Council meeting.** Removing an item from the consent agenda does not require a motion, second or a vote; it would simply be a unilateral request of an individual Council member and this item would then be added as the last item under New Business. As with all agenda items, the public will have the opportunity to comment prior to a motion being placed on the floor and their comment(s) may persuade the Council to remove the item from the Consent Agenda and place under New Business for discussion.*

- A. Approval of the Town Council Regular meeting minutes – February 15, 2024.
  - B. Authorizing Volusia County Mosquito Control Division to perform low-level flights, inspection, and application of insecticides in the Town of Ponce Inlet for 2024-2026.
  - C. Approval of the 2023 Statewide Mutual Aid Agreement between the Town of Ponce Inlet and the State of Florida.
8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE MEETING:
- A. Task Assignment for Mead & Hunt – SAHFI Funding and Bidding Assistance – Sewer Resilience Phases 1 & 2.
  - B. Request for Approval for the Riverside Conservancy Living Shorelines Project within Ponce Preserve.
  - C. Approval of continuing services contract with Raftelis Financial Consultants, Inc.
9. PUBLIC HEARINGS / QUASI-JUDICIAL MATTERS: None.
10. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS: None.
11. ORDINANCES (FIRST READING) AND RESOLUTIONS:
- A. Ordinance 2024-01 – 1<sup>st</sup> Reading – Amendments to beach addressing requirements.
  - B. Resolution 2024-04 – Authorizing a transfer of appropriations from the Sidewalk Reserve Account to the Sidewalk Expenditure Account.
12. OLD BUSINESS:
- A. Update on proposals for a memorial tribute to Jeff Miller.
13. NEW BUSINESS:
- A. Authorization to Execute Grant Work Program Agreement No. 23PLN129 with the Florida Department of Environmental Protection for the Adaptation Action Plan.

14. FROM THE TOWN COUNCIL:

- A. Vice-Mayor Smith, Seat #5
- B. Councilmember Villanella, Seat #4
- C. Councilmember White, Seat #3
- D. Councilmember Milano, Seat #2
- E. Mayor Paritsky, Seat #1

15. FROM THE TOWN MANAGER.

16. FROM THE TOWN ATTORNEY.

17. CITIZENS' PARTICIPATION - *The Town of Ponce Inlet encourages engagement by citizens via a variety of means. This is another opportunity for our citizens to talk to us collectively for **2 minutes** before closure of this meeting regarding reports provided by the Town Council, Town Manager, or Town Attorney in items 14-16 (only) of the meeting agenda.*

19. ADJOURNMENT.

Upcoming Town Council meeting(s) and Important date(s):

- Thursday, April 18, 2024, 2:00 p.m. – Regular Council meeting.

*If a person decides to appeal any decision made by the Town Council with respect to any matter considered at a meeting or hearing, he/she will need a record of the proceedings and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who require accommodation to attend this meeting should contact the Ponce Inlet Town Hall at 236-2150 **at least 48 hours prior to the meeting** to request such assistance.*



**Meeting Date:** 3/21/2024

**Agenda Item:** 6

## **Report to Town Council**

**Topic:** Proclamations, Presentations, and Awards.

**Summary:**

- A. Proclamation designating April as Water Conversation Month.
- B. Presentation from FCCMA recognizing the Town of Ponce Inlet for 30 years with the Council-Manager form of government.

**Suggested motion:** None required.

**Requested by:** State of Florida, Water Management Districts  
Florida City and County Management Association

**Approved by:** Mr. Disher, Town Manager





## MEMORANDUM

### Town of Ponce Inlet - Office of the Mayor

*The Town of Ponce Inlet staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Town Council  
Through: Michael E. Disher, Town Manager  
From: Mayor Lois A. Paritsky *LAP*  
Date: March 1, 2024  
Subject: Proclamation Report

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The attached Proclamation is being presented to recognize April as *Water Conservation Month*.

Copies of the Proclamation may be viewed at the Town Hall kiosk.

**PROCLAMATION  
OF THE  
TOWN OF PONCE INLET, FLORIDA**

**WHEREAS**, water is a basic and essential need of every living creature;  
and

**WHEREAS**, the State of Florida, Water Management Districts and the  
Town of Ponce Inlet are working together to increase awareness about the  
importance of water conservation; and

**WHEREAS**, the Town of Ponce Inlet and the State of Florida have  
designated April, typically a dry month when water demands are most acute,  
Florida's Water Conservation Month, to educate citizens about how they can help  
save Florida's precious water resources; and

**WHEREAS**, the Town of Ponce Inlet has always encouraged and  
supported water conservation, through various educational programs and special  
events; and

**WHEREAS**, every business, industry, school, and citizen can make a  
difference when it comes to conserving water; and

**WHEREAS**, every business, industry, school, and citizen can help by  
saving water and thus promote a healthy economy and community; and

**NOW, THEREFORE**, I, Lois A. Paritsky, Mayor of the Town of Ponce  
Inlet, Florida, do hereby proclaim April 2024, as

**WATER CONSERVATION MONTH**

in the Town of Ponce Inlet and urge all residents and businesses to help protect  
our precious water resources by practicing water saving measures and becoming  
more aware of the need to save water.

**IN WITNESS WHEREOF**, I hereunto set my hand and cause the Seal of  
the Town of Ponce Inlet Florida, to be affixed this 21<sup>st</sup> day of March 2024.



Town of Ponce Inlet, Florida

*Lois A. Paritsky*

Lois A. Paritsky, Mayor

Attest:

*Kim Cherbano*

Kim Cherbano, CMC

Town Clerk



**Meeting Date:** 3/21/2024

**Agenda Item:** 7

## **Report to Town Council**

**Topic:** Consent Agenda

- A. Approval of the Town Council regular meeting minutes – February 15, 2024.
- B. Authorizing Volusia County Mosquito Control Division to perform low-level flights, inspection, and application of insecticides in the Town of Ponce Inlet for 2024-2026.
- C. Approval of the 2023 Statewide Mutual Aid Agreement between the Town of Ponce Inlet and the State of Florida.

**Summary:** See attached staff reports.

**Suggested motion:**

To approve the Consent agenda as presented.

**Requested by:** Ms. Cherbano, Town Clerk  
Marcus McDonough, Volusia County Mosquito Control Director  
Chief Scales, Public Safety Director

**Approved by:** Mr. Disher, Town Manager



Town of Ponce Inlet  
Town Council  
Regular Meeting Minutes  
February 15, 2024

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**1. CALL TO ORDER:** Pursuant to proper notice, Mayor Paritsky called the meeting to order at 2:00 p.m. in the Council Chambers at 4300 South Atlantic Avenue, Ponce Inlet, Florida.

**2. PLEDGE OF ALLEGIANCE:** Mayor Paritsky led the Pledge of Allegiance.

**3. ROLL CALL:**

**Town Council:**

- Mayor Paritsky, Seat #1
- Councilmember Milano, Seat #2
- Councilmember White, Seat #3
- Councilmember Villanella, Seat #4
- Vice-Mayor Smith, Seat #5

**Staff Members Present:**

- Ms. Alex, Cultural Services Manager
- Ms. Cherbano, Town Clerk
- Mr. Disher, Town Manager
- Ms. Gjessing, Assistant Deputy Clerk
- Chief Glazier, Police Chief
- Mr. Griffith, Public Works Director
- Ms. Hall, Accountant/Grants Coordinator
- Mr. Hooker, Code Compliance Manager
- Ms. Hugler, Fire Department Office Manager
- Deputy Chief Landreville, Deputy Fire Chief
- Mr. Lear, Planning & Development Director
- Ms. McColl, Finance Director
- Mr. Okum, IT Director
- Chief Scales, Public Safety Director
- Attorney Smith, Town Attorney

**4. ADDITIONS, CORRECTIONS, OR DELETIONS TO THE AGENDA.** There were no changes.

*Mayor Paritsky moved to approve the agenda as presented; seconded by Councilmember Milano. The motion PASSED 5-0, consensus.*

**5. CITIZENS PARTICIPATION:** Mayor Paritsky opened citizens participation: Mark Oebbecke, 4758 South Peninsula Drive, presented a [PowerPoint](#) regarding the adopted Town's Vision statement. He explained from his experience, it is rare that such a vision survives past 10

45 years. He compared the Town’s current analytics to the Visioning statement, and suggested the  
46 Town consider updating it. He also stated, on behalf of the Ponce Inlet Community Center, that  
47 the community center was considering allowing use of the north end of their parking lot for the  
48 Farmer’s Market but were told that North Turn restaurant had offered their parking lot. He  
49 elaborated that if North Turn is an approved use, the community center will step back, but if it is  
50 not approved, the community center would step in. Terry Woodruff, 4495 South Atlantic Avenue  
51 Unit 1040, discussed short-term rentals and the history of misunderstanding the Town’s rental  
52 policies. She then detailed the growth of the Code Enforcement department and asked for  
53 clarification on the Town’s definition of a short-term rental. Attorney Smith defined short-term  
54 rentals, explained the different procedures that Code Enforcement must adhere to when following  
55 up on a complaint, and the types of evidence which would be sufficient to prosecute a violation.  
56 Mickey Lonchar, 4590 South Atlantic Avenue, requested the following be read into the record,  
57 “To the honorable Mayor Paritsky and esteemed members of the Town Council, I currently serve  
58 as the board President of Beacon Point Condominiums located at 4590 South Atlantic Avenue in  
59 Ponce Inlet. I’m writing on behalf of the many owners and occupants of Beacon Point who wish  
60 to show their support for the Ponce Inlet Farmers Market. I don’t believe I’m alone in saying that  
61 the market has been a marvelous addition to our community. In addition to fresh produce, one-of-  
62 a-kind items that one can find there every Sunday, the market also provides an amazing opportunity  
63 to socialize with our neighbors. I, and many in our community, are saddened that the market is  
64 now forced to find another home. It is our hope that the Town Council will recognize what an asset  
65 the market is for our community and do whatever it can to help facilitate a new location for this  
66 important part of the fabric of Ponce Inlet. I thank you in advance for your attention to this issue.  
67 Best regards”. Mayor Paritsky thanked Mr. Lonchar and assured him there is a process in place.  
68 Mayor Paritsky closed public participation.

69  
70 **6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:**

71  
72 **A. Proclamations report.** – Mayor Paritsky explained that a Proclamation was to be  
73 presented to Kay Atwood on February 22<sup>nd</sup>, and that in the evening Town buildings would be  
74 illuminated in red in recognition of World Encephalitis Day.

75  
76 **B. Presentation.** – Barbara Ann Heegan, President and CEO of the Port Orange and South  
77 Daytona Chamber of Commerce extended a warm welcome to Ponce Inlet as the newest member,  
78 and thanked Mayor Paritsky and Mr. Disher for their invaluable support of the Chamber. Ms.  
79 Heegan presented a member plaque to Mayor Paritsky, after which there was a photo taken in  
80 commemoration. *(This item was originally not on the agenda.)*

81  
82 **7. CONSENT AGENDA:** Mayor Paritsky asked if there was any item Council would like to  
83 remove from the consent agenda; there were no requests. Mayor Paritsky asked for public  
84 comments – hearing none, she closed public comments.

85  
86 **A. Town Council Regular meeting minutes – January 18, 2024**

87  
88 **B. Request for Continued Support for the South Peninsula Drive Sidewalk**  
89 **Project.**

90

91 C. Marine Science Center Turtle Day – request for use of Town property.  
92

93 Mayor Paritsky moved to approve the Consent Agenda as presented; seconded by Councilmember  
94 Villanella. The motion PASSED 5-0, consensus.  
95

96 8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE  
97 MEETING

98 A. Consideration of a three-year extension of Mead & Hunt’s engineering  
99 services contract. – Mr. Disher introduced the item along with Mr. David King, Mead & Hunt’s  
100 representative. Councilmember White requested clarification on the rate table and timeline of the  
101 contract. Discussions ensued regarding the staffing increase and whether the Town would have to  
102 utilize the senior positions presented in the contract. Mr. King explained that with a deeper staff,  
103 they can apply the right cost-effective personnel to the job. There was clarification that with each  
104 job, the specifications would be provided in advance for approval. Mr. Disher explained other  
105 ways in which the Town utilizes Mead & Hunt’s services. Councilmember White inquired what  
106 the advantage is to the three-year term versus a one-year term. Mr. Disher stated that the three-  
107 year term came from the original contract, however it would be at the Council’s discretion to select  
108 the contract on a one-year term basis instead. Mr. King described how their services have grown  
109 over time. Councilmember Villanella requested clarification that with each future job, Council  
110 would receive a detailed proposal, with an itemized list showing the cost breakdowns. Mr. King  
111 explained that typically it is a lump sum presented, with an itemized list showing how the sum  
112 totals, and they are bound to that sum. Vice-Mayor Smith commented that the contract presented  
113 was standard to other contracts.  
114

115 Mayor Paritsky opened public participation: Mr. Robert Bullard, 4802 South Peninsula Drive,  
116 stated that Mead & Hunt has been helpful and supportive of the Veteran’s Association, and  
117 proceeded to explain his experience with insurance increases in his career. Mayor Paritsky closed  
118 public participation.  
119

120 Mayor Paritsky moved to approve the proposed three-year extension to the engineering services  
121 contract with Mead & Hunt as presented; seconded by Councilmember Villanella. The motion  
122 PASSED 5-0, with the following vote: Mayor Paritsky – yes; Councilmember Villanella – yes;  
123 Councilmember Milano – yes; Councilmember White – yes; Vice-Mayor Smith – yes.  
124

125 B. Lien abatement request: Cynthia House and Rhonda Witwer – 4620  
126 Riverwalk Village Court #7302. – Mr. David Hooker, Code Compliance Manager, presented the  
127 lien abatement request and described the history of the case. Ms. House, owner, explained her  
128 request for abatement by providing her history with the Town and the property. Discussion ensued  
129 regarding the previous communications between Ms. House and staff. Councilmember Milano  
130 reviewed the history of the case with regards to the Code Enforcement Board, and asked why  
131 contact was not made with staff prior to the present date to acknowledge the situation. Ms. House  
132 explained that it took a phone call from staff to become fully cognizant of the situation, as she does  
133 not tend to have time to check personal emails with her schedule. Mayor Paritsky asked a few  
134 questions regarding the operating costs of the home, and briefly explained the time and cost that  
135 goes into the Code Enforcement Board operation.

136 Councilmember Milano moved to deny the lien abatement request; seconded by Councilmember  
137 White. The motion PASSED 5-0, with the following vote: Councilmember Milano – yes;  
138 Councilmember White – yes; Mayor Paritsky – yes; Councilmember Villanella – yes; Vice-Mayor  
139 Smith – yes.

140  
141 **9. PUBLIC HEARINGS / QUASI-JUDICIAL MATTERS: None.**

142  
143 **10. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS:**

- 144 **A. Lien foreclosures as recommended by the Code Enforcement Board:**
- 145 • Case #2018-148: 42 Jana Drive, Owner: Frank Kohlweiss
  - 146 • ~~Case #2021-217: 48 Inlet Harbor Road, Owner: Southern Bell Telephone &~~  
147 ~~Telegraph Company~~
  - 148 • Case #2022-684: 4620 Riverwalk Village Court #7302, Owners: Cynthia House &  
149 Rhonda Witwer
  - 150 • Case #2022-758: 4505 South Atlantic Avenue #703, Owners: Doris & Jerry Clark,  
151 etc.

152 David Hooker, Code Compliance Manager, presented the case and explained the foreclosure  
153 process. He stated all eight non-homesteaded properties which were previously identified to  
154 qualify for lien foreclosures under Florida Statutes were now in compliance with adopted  
155 regulations. Of the eight, five have now paid their outstanding liens, and one had requested a  
156 reduction abatement hearing. He further described the history of the foreclosure proceedings and  
157 each case presented before Council. Staff withdrew Case #2021-217 as the outstanding fees had  
158 been paid.

159  
160 Councilmember Villanella made a procedural motion to take from the table item number 10-A,  
161 Case #2018-148 and move it to the agenda for the next regularly scheduled Council meeting  
162 scheduled for March 21<sup>st</sup>.

163  
164 Discussion ensued for clarification on the motion. Councilmember White voiced his concern  
165 regarding the motion. Mayor Paritsky requested clarification on the timeline once foreclosure  
166 proceedings formally began and Attorney Smith explained it would likely be a couple months until  
167 they could begin the official filing. He then elaborated on the foreclosing procedure.  
168 Councilmember Milano asked if the homeowners will be notified, and Attorney Smith confirmed  
169 they will be. Mayor Paritsky expanded on Councilmember White's concerns and the precedent it  
170 could set for future cases.

171  
172 Councilmember Villanella's motion died due to lack of a second.

173  
174 Mayor Paritsky opened public participation: Ms. Cathy Harvey, 41 Loggerhead, commented on  
175 how a Councilmember could vote on this item when to her recollection, the same Councilmember  
176 recused themselves from the vote when this was previously brought to the Town Council. Attorney  
177 Smith clarified this is a different situation. Mayor Paritsky closed public participation.

178  
179 Councilmember Milano made a motion that the Town Council authorize the Town Attorney to start  
180 foreclosure procedures on all the non-homesteaded properties according to Florida Statute

181 162.09(3); seconded by Councilmember White. The motion PASSED 5-0, with the following vote:  
182 Councilmember Milano – yes; Councilmember White – yes; Mayor Paritsky – yes; Councilmember  
183 Villanella – yes; Vice-Mayor Smith – yes.

184  
185 **11. ORDINANCES (FIRST READING) AND RESOLUTIONS: None.**

186  
187 **12. OLD BUSINESS: None.**

188  
189 **13. NEW BUSINESS:**

190 **A. Discussion - Proposals for a memorial tribute to Jeff Miller.** – Mr. Disher  
191 provided an update on ways that staff and Council have discussed honoring Jeff Miller. The  
192 Councilmembers and public shared their ideas for a memorial tribute. There was a discussion on  
193 the practicalities of naming a trail after Mr. Miller. Councilmember Milano suggested dedicating  
194 a trail to all staff, and then separately dedicate benches or plaques to individuals including their  
195 years of service.

196  
197 Mayor Paritsky opened public participation: Ms. Liz Finch, 106 Rains Drive, informed Council  
198 when trying to dedicate a bench to someone in the past, they were told no name was allowed to be  
199 placed on it.. Disher commented that from his recollection, the difficulty was in having a public  
200 bench program open to any person or group in Town, as opposed to this specific proposal coming  
201 from the Town itself. Mayor Paritsky closed public participation. There was consensus to refine  
202 the details of the dedication and present it to Council for approval.

203  
204 **B. Request to change the May 2024 regular Town Council meeting date.** –  
205 Councilmember Milano explained the request to change the regularly scheduled May Town  
206 Council meeting date to May 7<sup>th</sup>, 2024, at 2:00 PM. There was a brief discussion and consensus to  
207 change the meeting date.

208  
209 Mayor Paritsky asked for public comments – hearing none, she closed public comments.

210  
211 Councilmember Milano made a motion to change the May 16<sup>th</sup> regularly scheduled Town Council  
212 meeting to May 7<sup>th</sup>; seconded by Councilmember Villanella. The motion PASSED 5-0, consensus.

213  
214 **14. FROM THE TOWN COUNCIL:**

215  
216 **A. Vice-Mayor Smith, Seat #5** – No further comments.

217  
218 **B. Councilmember Villanella, Seat #4** – No further comments.

219  
220 **C. Councilmember White, Seat #3** – Councilmember White requested clarification  
221 on the agenda procedure for Town Hall meetings as he had an idea to do a presentation on the  
222 Town’s resiliency program and stormwater drainage management, along with Chief Scales. Mayor  
223 Paritsky stated this could be added to the agenda. He provided an update from the last TPO meeting  
224 and explained the “yield-to-pedestrians” program. He explained a traffic incident that had occurred  
225 which prompted the idea that Chief Glazier potentially conducts a “crosswalk checkpoint” as has  
226 been done in the past. He made note of an item that people may want to follow on the Volusia



227 County agenda for March 5<sup>th</sup>, regarding beach and park tolls. Councilmember White stated that all  
228 but one property has signed the beach easement agreements. He briefly discussed learning about  
229 grants from the Florida League of Cities and commended the Finance department for their work.  
230

231 **D. Councilmember Milano, Seat #2** – Councilmember Milano spoke about the First-  
232 Step Shelter gala that had taken place on February 3<sup>rd</sup>, and a letter he received from Dr. Fahlberg  
233 regarding the Shelter. He provided an update on the Shelter and stated that as of January 2024,  
234 they have now served 244,125 meals.  
235

236 **E. Mayor Paritsky, Seat #1** – Mayor Paritsky announced that in January, United  
237 States Congressman Cory Mills visited Ponce Inlet and they had discussions on current and future  
238 public safety needs. She described the trip to Tallahassee for the annual legislative action days,  
239 and detailed bills that will impact Ponce Inlet. Mayor Paritsky explained how she and Mr. Disher  
240 had the opportunity to meet with Senator Wright, Representatives Leek and Tramont, and Senators  
241 Barnaby and McClain and described their discussions on bills. She provided examples of bills that  
242 would be detrimental if passed, and then gave an update on the Florida League of Mayors. She  
243 acknowledged the Annual Legends Parade that took place on February 10<sup>th</sup> and thanked the police  
244 and staff that helped make the event safe and enjoyable.  
245

246 **15. FROM THE TOWN MANAGER** – Mr. Disher acknowledged the Annual Legends  
247 Parade and thanked everyone for the change to the Council meeting start time. He addressed the  
248 feasibility study that Councilmember White mentioned and what this would mean in the long-  
249 term. He provided a brief update on the County’s Transform 386 disaster relief program and  
250 explained that funding is still available for homeowners in need. Mr. Disher elaborated on the  
251 beach tolls from the County, and how they want to charge for parking at beachfront parks and  
252 other places. He explained the Mayor’s Breakfast event, which was held at the Chamber of  
253 Commerce, and stated that Town offices will be closed for President’s Day, Monday, February 19,  
254 2024.  
255

256 **16. FROM THE TOWN ATTORNEY** – Attorney Smith provided an update on a potential  
257 lawsuit by RFM Properties and explained that it has not been filed at this time.  
258

259 **17. PUBLIC PARTICIPATION (on items 14 – 16 only)** – Mayor Paritsky opened public  
260 participation: Mr. Robert Bullard, 4802 South Peninsula Drive, elaborated on Councilmember  
261 White’s easement agreement update. Mr. Bullard provided some history on a nor’easter that  
262 occurred in 1984 and the discussions that arose from it regarding beach value, maintenance, and  
263 renourishment. Mayor Paritsky closed public comment.  
264

265 **18. ADJOURNMENT** – With no further business, Mayor Paritsky adjourned the meeting at  
266 4:05 PM.  
267

268 Respectfully submitted by:  
269

270 \_\_\_\_\_  
271 Kim Cherbano, CMC, Town Clerk  
272 Prepared by: Stephanie Gjessing, Assistant Deputy Clerk



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**MEMORANDUM**  
**OFFICE OF THE TOWN MANAGER**

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Town Council  
From: Michael E. Disher, AICP, Town Manager  
Date: March 11, 2024  
Subject: Authorizing Volusia County Mosquito Control Division to perform low-level flights, inspection, and application of insecticides in the Town of Ponce Inlet for 2024-2026

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**MEETING DATE:** March 21, 2024

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Every two years, the Volusia County Mosquito Control Division requests permission from the Town to conduct aerial insecticide applications. Attached is the letter of request and signature form to be returned to the Mosquito Control Division upon approval.



PUBLIC WORKS DEPARTMENT  
MOSQUITO CONTROL DIVISION

Marcus McDonough  
MOSQUITO CONTROL DIRECTOR

801 South Street, New Smyrna Beach, Florida 32168  
Phone: (386) 424-2920 • Fax: (386) 424-2924  
[mmcdonough@volusia.org](mailto:mmcdonough@volusia.org)

February 29, 2024

Town Manager- Mike Disher  
Town of Ponce Inlet  
4300 South Atlantic Ave  
Ponce Inlet, FL 32127  
386-236-2150

Dear Mr. Disher,

Attached in this correspondence is a **Letter of Authority** which I am requesting to be filled out and returned to the listed address above. As in the past, per Federal Aviation Administration (FAA) regulations, this authorizes us to perform low level flights, inspection, and application of insecticides in your town to provide aerial mosquito control services.

Please return the completed and signed Letter of Authority by **April 15, 2024**. Please notify me if you need additional time to complete this form. Your prompt attention to this request is greatly appreciated. If you have questions, please feel free to contact me or the Airborne Operations Supervisor, Mark Stanley at (386) 424-2920.

Respectfully,

A handwritten signature in blue ink, appearing to read "Marcus McDonough", is written over a white background.

Marcus McDonough  
Volusia County Mosquito Control Director  
CC: Mark Stanley, Airborne Operations Supervisor



PUBLIC WORKS DEPARTMENT  
MOSQUITO CONTROL DIVISION

*Letter of Authority*

We hereby give authorization, during the calendar year 2024 through June 30, 2026, to the East Volusia County Mosquito Control Taxing District (County of Volusia, Mosquito Control Division) to perform low-level flights over our city/jurisdiction in connection with their aerial inspection and application of insecticides for the control of adult and larval mosquitoes, in compliance with the FAA regulations explained in a letter from Volusia County Mosquito Control.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: Michael E. Disher

TITLE: Town Manager

CITY/TOWN/COUNTY: Ponce Inlet

STATE: Florida

ZIP CODE: 32127



## MEMORANDUM

### Office of the Public Safety Director

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Michael E. Disher, AICP, Town Manager

From: Daniel Scales, Public Safety Director

Date: March 12, 2024

Subject: Approval of the 2023 Statewide Mutual Aid Agreement between the Town of Ponce Inlet and the State of Florida

**MEETING DATE:** March 21, 2024

Staff requests Town Council approve the 2023 Emergency Management Statewide Mutual Aid Agreement (SMAA) renewal between Ponce Inlet and the State of Florida. This agreement is of paramount importance as it significantly enhances our emergency response capabilities and fosters collaboration with state and local agencies, thereby ensuring the safety and well-being of our community.

#### **Background:**

In recent years, the escalating frequency and intensity of natural disasters and emergencies have underscored the critical need for effective coordination and resource-sharing among local and state entities. The 2023 Emergency Management SMAA is designed to establish an updated framework for mutual assistance and support during times of crisis. It is important to note that the Town signed a previous version in 2021.

#### **Key Points for Consideration:**

##### Enhanced Coordination:

The agreement facilitates more efficient coordination between our local emergency management agencies and the State of Florida, ensuring a swift and effective response to emergencies that may surpass our local capacities.

##### Resource Sharing:

By allowing the sharing of personnel, equipment, and resources between Ponce Inlet and the state, this collaborative approach ensures the quick mobilization of necessary assets to address emergencies and provide timely assistance to those in need.

Reimbursement:

The agreement includes an updated procedure for obtaining reimbursement from the State and local agencies in the event Ponce Inlet resources are deployed within Florida.

Comprehensive Updates:

Every article of the 2023 SMAA has been updated to provide more clarity in the request and reimbursement process. Inefficient or restrictive processes have been removed, ensuring a more streamlined and effective mutual aid agreement.

**Recommendation:**

Following a thorough review and assessment of the 2023 Emergency Management SMAA, staff recommends that the Town Council **approve** and ratify this agreement. The collaboration with the State of Florida represented by this agreement is an invaluable asset that will bolster our emergency management capabilities and contribute significantly to the overall safety of our community.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.





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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.***

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A TOWN

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
TOWN CLERK

TOWN OF  
\_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA

Title: \_\_\_\_\_

By:  
\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Town Attorney



**Meeting Date:** 3/21/2024

**Agenda Item:** 8-A

## **Report to Town Council**

**Topic:** Task Assignment for Mead & Hunt – SAHFI Funding and Bidding Assistance – Sewer Resilience Phases 1 & 2.

**Summary:** See attached staff report and supporting documents.

**Suggested motion:** Staff recommends approval.

**Requested by:** Ms. McColl, Finance Director

**Approved by:** Mr. Disher, Town Manager



## MEMORANDUM

### Town of Ponce Inlet – Office of the Town Manager

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Town Council  
From: Michael E. Disher, AICP, Town Manager  
Date: March 13, 2024  
Subject: Task Assignment for Mead & Hunt – SAHFI Funding and Bidding Assistance – Sewer Resilience Phases 1 & 2

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In October 2021, the Town received approval to complete the design for the remaining gravity sewer projects in the adopted 2017 Sanitary Sewer System Master Plan Update, utilizing \$593,943 funding from the American Rescue Plan Act (ARPA).

Although it has been one of Council's goals to convert on-site septic systems to sanitary sewer whenever possible, the Town does not have a revenue source to fund and complete construction of these projects, since the City of Port Orange owns the sewer system and receives all of the revenue. However, now that the Town has recently completed the Septic to Sewer Phase 1 and 2 design, we are able to apply for various construction funding grants since the projects are "shovel ready."

In January 2024, Mead & Hunt submitted a "Request for Inclusion on the Clean Water Priority List" on the Town's behalf to the Florida Department of Environmental Protection (FDEP) for our Septic-to-Sewer Phase 1 and 2 projects (**Exhibit 1**). Staff was notified on February 21, 2024 that the Town is scheduled to receive \$10.4 M in funding from the FDEP Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI), provided we apply for FDEP SRF 100% principal forgiveness loan and meet all the Department's requirements. The projects can be divided and bid as needed to ensure the Town does not go over the \$10.4 M available funding.

The Town will need technical engineering and funding assistance to meet all FDEP's required deadlines. The Town received a proposal from Mead & Hunt on February 28, 2024, to provide funding and bidding assistance in the amount of \$99,349 (**Exhibit 2**). This includes project management; preparation of a facility plan and capital finance plan; completion and submittal of the loan application; assistance with the interlocal agreement; and bidding assistance tasks. This is an extensive process that will need to be expedited

to meet the State's loan application deadline of August 12, 2024 (See **FDEP's Exhibit A** attached).

The Town met with Port Orange staff on March 5, 2024, who indicated their willingness to support a cost share arrangement of 72% (Port Orange) and 28% (Ponce Inlet) for Mead & Hunt's proposal (**Exhibit 3**). This cost-share percentage is based on the Town's previous interlocal agreement with the City for the recently completed Ponce de Leon Circle septic-to-sewer project. The City is placing this cost-share proposal on its April 2<sup>nd</sup> Council agenda for discussion.

The Town's estimated 28% cost share for funding assistance would be approximately \$28,000. Funding is currently available in contingency for the specific fund established for the design of the Master Septic-to-Sewer Phases 1 and 2 project.

The proposed funding arrangement will be spelled out in the proposed Interlocal Agreement, which will be scheduled for consideration at the May 7<sup>th</sup> Council meetings of the Town and City (both on the same day).

Staff recommends **approval** of the subject Task Assignment for Mead & Hunt – SAHFI Funding and Bidding Assistance – Sewer Resilience Phases 1 & 2, subject approval of the proposed Interlocal Agreement between the Town of Ponce Inlet and City of Port Orange for this project.

Attachments:

- Exhibit 1 - FDEP Request for Inclusion on the Clean Water Priority List
- Exhibit 2 – Mead & Hunt Proposal – SAHFI Funding & Bidding Assistance
- FDEP Exhibit A – 2/14/24 FY 2024 Priority List Adoption Hearing
- Exhibit 3 – City of Port Orange E-mail – Cost Share Support from Assistant City Manager





## Florida Department of Environmental Protection

### REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

Clean Water State Revolving Fund Program  
3900 Commonwealth Blvd., MS 3505, Tallahassee, FL 32399-3000

Process to receive a State Revolving Fund (SRF) Loan. This Request for Inclusion (RFI) form, Form RFI 1 per subsection 62-503.200(33), F.A.C., lets us know that you are interested in obtaining an SRF loan. Each RFI will be assigned a project engineer to assist you throughout the SRF funding process. The information contained in the RFI is used to determine a priority score for your project; and the priority score is used to rank projects on the SRF priority list. Only projects ranked on the fundable portion of the priority list will receive consideration for a loan. Your project engineer will assist you in understanding all program requirements necessary before you are asked to submit a loan application, Form Application 1 or Form Application 2 per paragraph 62-503.430(1)(a), F.A.C. Please note that costs incurred before the adoption of the project on the fundable or waiting portion of the priority list are ineligible for reimbursement.

**Type of Loan Requested in this Application.** Select only one loan category and project type.

**Loan Category:** Planning  Design  Inflow/Infiltration Rehabilitation  Construction

**Project Type:** Design/Bid/Build  Design/Build (D/B)  Construction Manager at Risk (CMR)

Note: Procurement of professional services must meet the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, F.S.

#### 1. Applicant's Name and Address.

Project Sponsor: Town of Ponce Inlet Contact Person: Kim McColl Title: Finance Director  
4300 South Atlantic Avenue Ponce Inlet Volusia FL 32127  
 (street address) (city) (county) (state) (zip code)  
3862362150 kmccoll@ponce-inlet.org  
 (telephone) (ext.) (email address)

Contact Person Address (if different): \_\_\_\_\_  
 (street address) (city) (state) (zip code)


#### 2. Name and Address of Applicant's Consultant (if any).

Firm: Mead & Hunt Contact Person: Casey Cissel Title: Project Manager  
4401 Eastport Pkwy Port Orange Volusia FL 32127  
 (street address) (city) (county) (state) (zip code)  
3864145062 cassandra.cissell@meadhunt.com  
 (telephone) (ext.) (email address)

#### 3. Certification by Authorized Representative. I certify that this form and attachments have been completed by me or at my direction and that the information presented herein is, to the best of my knowledge, accurate.

mdisher@ponce-inlet.org \_\_\_\_\_  
 (email address) (date)

Mike Disher Town Manager  
 (name, typed) (title)

  
 (signature)

# REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

**4. Eligible Projects.**

- a. Stormwater management facilities, such as detention/retention facilities, treatment facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- b. Wastewater management facilities, such as sewers, pump stations, treatment plants, reuse facilities, sludge facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- c. Nonpoint source pollution control best management practices for agriculture, silviculture, on-site treatment and disposal, wetlands, mining, marinas, brownfields or groundwater protection sponsored by any entity (eligible under Section 319 or 320 of the amended Clean Water Act).

**5. Project Information (Please attach).**

- a. Describe the project, its location, the scope, why it's needed and the environmental benefit.
- b. Attach maps showing system boundaries, existing and proposed service area, and project area.

**6. Estimated Costs (Clean Water Act Section 212, 319, and 320).**

a. Planning and/or SSES including geotechnical studies and surveying	_____
b. Design	
c. Special Studies including feasibility studies	_____
d. Eligible Land (necessary land divided by total land times purchase price)	_____
e. Construction, Equipment, Materials, Demolition and Related Procurement	<u>8,000,000</u>
f. Construction Contingency (10% of Item e)	<u>1,600,000</u>
g. Technical Services during Construction	<u>800,000</u>
h. Sum of Items a. through g.	<u>10,400,000</u>

**7. Project Schedule.**

(Month and Year)

a. Submit the planning or SSES documentation	<u>complete</u>
b. Submit the design documents, obtain permits, and acquire sites (as necessary)	<u>Feb. 2024</u>
c. Start activity (such as construction or non-structural best management practice)	<u>June 2024</u>
d. Complete activity (such as construction or non-structural best management practice)	<u>Dec. 2025</u>

**8. Population**

a. Population served by the system	<u>3411</u>
b. Population to be served by the project	<u>3411</u>

**9. Project Priority**

a. Baseline Priority Categorization.

In the Table below, identify each of the project components for which the project qualifies and provide the component's construction cost. The baseline priority score (BPS) will be determined by prorating each component. The project sponsor must provide documentation that supports the selection of a base priority score of 350 points or greater.



# REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

<u>Project Component</u>	<u>Priority Points</u>	<u>Component Construction Cost</u>
1. Eliminate a documented acute or chronic public health hazard. Examples include elimination of failing septic tanks, failing package plants, or elimination of sanitary sewer overflows.	500 points	<u>8000000</u>
2. Implement a project included in, or to be implemented as a direct result of, an adopted Basin Management Action Plan or a Reasonable Assurance Plan approved pursuant to section 403.067, F.S.	450 points	<u>8000000</u>
3a. Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements; or		
3b. Projects or activities by local governments or on-site system management entities, under section 319 of the Act, that correct septic tank failures in springsheds of first magnitude springs; or correct septic tank contributions to nutrient impaired spring systems.	400 points	_____
4. Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered a consent order with the project sponsor.	375 points	_____
5. Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows; scheduled rehabilitation; replacement; repair described in an approved asset management plan; or reuse that replaces an existing or proposed demand on a water supply.	350 points	_____
6. Planning and design loans; projects for the installation of wastewater transmission facilities to be constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way; or for rehabilitation, replacement or repair not included in an approved asset management plan.	340 points	_____
7. Projects that construct other reclaimed water systems or residuals reuse systems that do not meet the criteria of component 5. above.	300 points	_____
8. Ensure compliance with other enforceable standards or requirements.	200 points	_____
9. Timely submitted projects that otherwise meet the requirements of the Act (including land or wastewater system acquisition projects).	100 points	_____

**b. Restoration and Protection of Special Water Bodies.**

In order to qualify for a base score multiplier, identify which of the water bodies listed below that the project will assist in restoring or protecting; and reference the location in existing documentation where substantiating information may be found or attach other such substantiating information. If none are selected, the multiplier equals 1.0. If one or more are selected, the multiplier is 1.2. Supporting documentation must be provided for items selected.

- 1. A priority water body identified in an adopted Surface Water Improvement and Management (SWIM) Plan.
- 2. A water body classified as Outstanding Florida Waters or Wild and Scenic Rivers.

**c. Projects that document any of the following shall have bonus points added to the priority score after the adjustment under paragraph (b) above, as indicated. Items 3, 4 and 5 below are only applicable to financially disadvantaged small communities.**

- 1. Elimination of Ocean Outfalls. 15 points
- 2. Consistency with an Integrated Water Resource Management (One Water) plan. 15 points
- 3. Population of 10,000 or less as of most recent decennial census, and affordability index less than or equal to 100. \_\_\_\_\_ points.  

$$1000 \text{ divided by the affordability Index} = \text{_____ points.}$$
- 4. Negative population trend as defined in 62-505.300(2)(c)2, F.A.C. 25 points
- 5. End of useful life as defined in 62-505.300(2)(c)3., F.A.C. 25 points

Return the completed form to the State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida, 32399-3000. The form may be scanned and emailed to [SRFRFI@FloridaDEP.gov](mailto:SRFRFI@FloridaDEP.gov).

The Town of Ponce Inlet Septic to Sewer Phase 1 and 2 projects includes the construction of six (6) individual projects. These projects are located in the Town of Ponce Inlet which is situated between the Halifax River and the Atlantic Ocean. Per the Florida Department of Health's "Assessment of Nitrogen Contribution from Onsite Wastewater Treatment Systems (OWTS) in the Wekiva Study Area of Central Florida" it is estimated that nitrogen input into the environment per capita leaving a septic tank varied between 7.3 and 14.7 lb. per person per year. Ponce Inlet has approximately 2 residents per house which would equate to roughly 29 lb./year per house of nitrogen from every septic tank.

The Project satisfies goals described within the Hurricane Ian Special Appropriation Florida Requirements guidance for the following purposes:

- Reduce flood or fire damage risk and vulnerability as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA
- Enhance resiliency to rapid hydrologic change or natural disaster as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA

Specific project elements that meet the program goals are listed below:

**I. Projects that prevent interruption of collection system operation in the event of a flood or natural disaster, including but not limited to:**

- a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities
  - i. *Project includes provisions for emergency power at the proposed lift station site.*
- b. Replacement of damaged equipment with more energy efficient equipment
  - i. *Project includes replacement of septic tanks and drainfields with a centralized sewer system conveying flow to pump stations and ultimately the WWTP for treatment. Septic tank and drainfields in the waterfront community currently discharge excess nutrients into the adjacent waterbodies. During storm events saturated drainfields often prohibit the use of septic systems for prolonged periods of time. Installation of new centralized gravity collection systems will dramatically improve resiliency on this barrier island.*
- c. Physical "hardening" or waterproofing of pumps and electrical equipment at pump stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including:
  - Installation of submersible pumps
    - i. *In addition to the gravity collection sewers and roadway rehabilitation, the project will include a new lift station with two (2) submersible pumps. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions. This project also includes some changes to existing grades for current flooded roadways that will be raised as part of the roadway reconstruction.*

- Waterproofing electrical components (e.g., pump motors)
  - i. *Project includes a new control panel with 316 SS, NEMA 4X control panels for continuous, all-weather operation. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions.*
- Waterproofing circuitry
  - i. *Project includes a new control panel with 316 SS, NEMA 4X control panels for continuous, all-weather operation. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions.*
- Dry floodproofing/sealing of structure to prevent floodwater penetration
  - i. *In addition to the gravity collection sewers and roadway rehabilitation, the project will include a new lift station with two (2) submersible pumps. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions. This project also includes some changes to existing grades for current flooded roadways that will be raised as part of the roadway reconstruction.*
- Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)
  - i. *The proposed lift station design will meet all current building code and wind load criteria for the state of Florida.*

d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures

- i. *The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions.*

e. SCADA system projects to allow remote or multiple system operation locations or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection system

- i. *New SCADA systems installed for the lift station, installed in 316SS NEMA 4X panels and moved to a safe location.*

The construction of Phase 1 and 2 of the septic to sewer project would eliminate +/- 11,745 lb./yr of nitrogen from the environment. Cumulatively in all projects within Phase 1 and 2 the following will be constructed;

- 20,310 LF of 8" gravity sewer
- 2,820 LF of 12" gravity sewer
- 97 manholes

- 379 sewer services
- One (1) Lift Station
- Demo one (1) Lift Station
- 202 water services (replace or install)

A breakdown of each subproject is listed below.

### **Phase 1**

- A1A Sewer Extension
  - Project 1A – Construction of approximately 300 LF of force main
  - Project 1B – Construction of approximately 800 LF of force main
  - Project 1C – Construction of approximately 350 LF of force main
- Lighthouse Shores – Construction of approximately 6,390 LF of 8” gravity sewer, 24 manholes, 124 sewer services, and installation or replacement of 65 water services.
- Jennifer Circle/Bay Harbor Dr – Construction of approximately 3,400 LF of 8” gravity sewer, 1,000 LF of 12” gravity sewer, 19 manholes, 70 sewer services, and installation or replacement of 42 water services.
- West Beach St. – Construction of approximately 2,800 LF of 8” gravity sewer, nine (9) manholes, 29 sewer services, and installation or replacement of 20 water services.

### **Phase 2**

- Oceanside Village – Construction of approximately 6,220 LF of 8” gravity sewer, 1,820 LF of 12” gravity sewer, 36 manholes, 1,580 LF of force main, 156 sewer services, and installation or replacement of 75 water services.
- Lighthouse Preservation – Construction of approximately 1,500 LF of 8” gravity sewer, 9 manholes, 340 LF of force main, 11 sewer services, construction of one (1) lift station, demolition of one (1) lift station, and installation or replacement of 7 water services.

### **Budget**

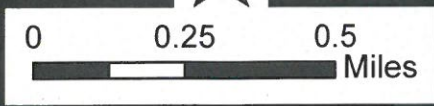
Estimated Construction Cost, Ph 1 & 2	\$8,000,000
Contingency @ 20%	\$1,600,000
CEI Services @ 10%	\$ 800,000
<b>Estimated Grand Total</b>	<b>\$10,400,000</b>

**Schedule**

Design	Complete
Permitting	February 2024
Bidding	March – April 2024
Bid Review and Award	May 2024
Construction	June 2024 – December 2025



Ponce Inlet



### Legend

- Lighthouse Shores
- Oceanside Village
- Jennifer Cir. / Bay Harbor Dr.
- Lighthouse Preservation
- West Beach St
- South Atlantic 1A
- South Atlantic 1B
- South Atlantic 1C

Timucuan Oaks Botanical Garden

Harbour Village Golf & Yacht Club

Happy Tails Dog Park

S Peninsula Dr

Inlet Harbor Rd

Piddler Island

Beach St

Kay & Ayres Davies Lighthouse Park

State of Florida, Maxar, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. Any other use or reuse by owner or by others will be at owner's sole risk and without liability or legal exposure to Mead & Hunt. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

## Town of Ponce Inlet Septic to Sewer

Project Service Areas





February 28, 2024

Mike Disher, AICP  
Town Manager  
Town of Ponce Inlet  
4300 S. Atlantic Ave.  
Ponce Inlet, FL 32127

Email: [mdisher@ponce-inlet.org](mailto:mdisher@ponce-inlet.org)

**Subject: SAHFI Funding and Bidding Assistance – Sewer Resilience Phases 1 & 2.**

Dear Mr. Disher:

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for funding and bidding assistance for the above referenced project. Tasks to be performed include: SRF Facility Plan and loan application preparation, interlocal agreement assistance and bidding assistance.

A grant application for the FDEP Clean Water State Revolving Fund (SRF) Supplemental Appropriation for Hurricanes Fiona & Ian (SAHFI) was submitted for a total of \$10.40 M. The loan request for inclusion was successfully received and included in the Intended Use Plan (IUP). The application was approved for consideration at the public hearing dated February 14, 2024. This program requires the Town to submit a Clean Water SRF Facility Plan, which is complete and submitted for review. Upon award, the loan will be administered as a SRF loan with 100% principal forgiveness.

The tasks described define requisite activities required up until the time of bid award. A subsequent proposal will be prepared for technical services during construction including construction engineering and inspection (CEI) and grant compliance/documentation. Thank you for this opportunity to continue to be of service.

Sincerely,  
MEAD & HUNT, Inc.

A blue ink signature of Sheryl Parsons.

Sheryl Parsons  
Regional Funding Practice Leader/Water

A blue ink signature of Cassandra Cissell.

Cassandra "Casey" Cissell, PE  
Project Manager

SP/CMC

Enclosure      Scope of Services and Fee Estimate  
cc: Kim McColl – Town of Ponce Inlet

**TOWN OF PONCE INLET  
SCOPE OF SERVICES  
FOR  
SAHFI FUNDING ASSISTANCE – SEWER RESILIENCE PHASE 1 & 2.**

This Task Order is in conformance with the Addendum to the Agreement for Professional Engineering Services Contract dated February 21, 2002, between the Town of Ponce Inlet (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

**GENERAL**

The Town of Ponce Inlet completed the Septic to Sewer Phase 1 and 2 project in 2023. Funding the project was then the Town's priority. The Town is currently scheduled to receive \$10,400,000 from FDEP's supplemental appropriation for Hurricanes Fiona and Ian (SAHFI). This funding is a state revolving fund (SRF) loan with 100% principal forgiveness. As such, the loan has specific requirements including a facility plan and loan agreements that will need to be completed prior to construction. The following items will need to be completed prior to the August 12, 2024, deadline;

- Clean Water Facility Plan
- Loan Application
- Interlocal agreement between the Town and City of Port Orange

**SCOPE OF SERVICES**

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

**PHASE 1 – PROJECT MANAGEMENT**

**Project Coordination**

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated seven (7) month project duration.

**Project Kick-Off Meeting**

MEAD & HUNT will coordinate and conduct one (1) virtual project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

**Quality Assurance / Quality Control**

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.



**Deliverables – Project Management**

- Kick-Off Meeting Agenda and Summary

**PHASE 2 – CLEAN WATER SRF FACILITY PLAN**

**TASK 1 – Clean Water Facility Plan Preparation**

MEAD & HUNT will prepare a Clean Water Facility Plan for Sewer Resilience Phase 1 & 2 (Septic to Sewer Phase 1 and 2) project. This project includes the septic to sewer conversion in six (6) areas in Ponce Inlet. Project Areas include, the A1A sewer extension, Lighthouse Shores, Oceanside Village, Jennifer Circle/Bay Harbor, West Beach Street, and Lighthouse Preservation. This project will provide roughly 405 parcels access to a centralized sewer system. It is assumed one (1) meeting will be held to review a draft of the Facility Plan prior to finalization.

The CWSRF Facility Plan will be written to meet the requirements listed in section 62-552.700 (4) F.A.C which includes the following:

- A. Executive summary
  - a. A project description, including identification of planning and service areas.
  - b. An explanation of the need or justification for the project.
  - c. A project location map. This map will clearly show the precise location of the proposed project with roadways being legibly labeled.
  
- B. Environmental effects
  - a. A discussion of the environmental benefits associated with the proposed project.
  - b. A discussion if the proposed project will have any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas.
  - c. A discussion if the proposed project will have any significant adverse human health or environmental effects on minority or low-income communities.
  - d. An explanation of what investigations/site visits were performed to determine the environmental effects of the proposed project.
  
- C. Development of alternatives and selection of a preferred alternative
  - a. A description of the existing and recommended improvements.
  - b. A comparison of at least three (3) feasible alternatives and recommendation of the selected alternative.
  - c. Preliminary design information, calculations, and a conceptual cost estimate for the selected alternative.

D. Public Participation Process

- a. Evidence that a public meeting was held to explain the project, including alternatives considered and cost and impact on user charges; and enabled public participation in evaluating project alternatives.
- b. Meeting local requirements for advertising the public meeting.
- c. Provide minutes of public meeting and include a copy of the advertisement.

E. Financial Feasibility

- a. An Identification of revenues to be dedicated to repaying the loan.

F. Schedule

- a. A Schedule for implementing the recommended facilities.

G. Adopting Resolution

- a. A Specific Authorization to implement the planning recommendations.

**TASK 2 – Capital Finance Plan Assistance**

MEAD & HUNT will provide Capital Finance Planning (CFP) assistance. MEAD & HUNT assumes that information pertaining to rates and other financials to be provided by the OWNER or Raftelis. The CFP is a financial document which details the ability of the utility to generate sufficient revenue to repay the loan and meet existing and future operating expenses and debt service obligations. The CFP details current and projected operating expenses, debt service obligations, miscellaneous expenses, existing and projected revenues, and other sources of income which will be used to repay the loans.

**PHASE 3 – LOAN APPLICATION PREPARATION**

MEAD & HUNT will review the loan offer from the SAHFI and prepare the loan documents necessary for the award of the loan.

The application package generally consists of an application form and a series of attachments. The completed application package will be submitted to the funding agency. Submission of the completed application does not always guarantee approval. It may be based on timely submittal and availability of the agency's funds.

**PHASE 4 – INTERLOCAL AGREEMENT ASSISTANCE**

MEAD & HUNT will provide technical assistance and support in an effort to develop and obtain an interlocal relationship between the Town of Ponce Inlet and City of Port Orange. It is assumed that a maximum of five (5) meetings will be held over the course of drafting the agreement. It is also assumed that both the Town and City will have their legal department involved to review for both sides.

## **PHASE 5 – CONFORM BID DOCUMENTS**

The funding is being obtained for the construction of both Phases 1 and 2. As such MEAD & HUNT will make the required modifications to conform to the plans and specifications in accordance with preferred bidding strategies.

## **PHASE 6 – BIDDING ASSISTANCE**

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

### **Bidding and Contract Documents**

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

### **Pre-Bid Meeting**

MEAD & HUNT will attend a pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project.

### **Addenda**

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes two (2) addenda will be completed. The OWNER shall be responsible for distribution of addenda.

### **Bid Opening**

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

### **Bid Review and Recommendation of Award**

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if

applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

**Deliverables – Bidding Services**

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

**PHASE 7 – REIMBURSABLES**

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. Items included in this phase will be billed at actual cost plus 15%.

**PHASE 8 – CONTINGENCY**

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates.

**EXCLUSIONS**

This scope of services excludes all items not specifically described herein.

**SCHEDULE**

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

<b>Phase/Task</b>	<b>Duration to Complete (calendar days)</b>	<b>Commencing Upon</b>
<i>Phase 1 – Project Management</i>	<i>210 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Clean Water SRF Facility Plan</i>	<i>90 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Loan Application Preparation</i>	<i>60 days</i>	<i>Completion of Phase 2</i>
<i>Phase 4 – Interlocal Agreement Assistance</i>	<i>180 days</i>	<i>Receipt of notice to proceed (concurrent with other phases)</i>
<i>Phase 5 – Conform Bid Documents</i>	<i>60 days</i>	<i>OWNER acceptance of Phase 2 (Concurrent with Phase 3)</i>
<i>Phase 6 – Bidding Assistance</i>	<i>60 days</i>	<i>OWNER approval of Phase 5</i>

**COMPENSATION**

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	\$9,275	Lump Sum
Phase 2– Clean Water SRF Facility Plan		
Task 1 – Clean Water Facility Plan Preparation	\$28,712	Lump Sum
Task 2 – Capital Finance Plan Assistance	\$5,877	Lump Sum
Phase 3 – Loan Application Preparation	\$21,686	Lump Sum
Phase 4 – Interlocal Agreement Assistance	\$9,732	Lump Sum
Phase 5 – Conform Bid Documents	\$8,210	Lump Sum
Phase 6 – Bidding Assistance	\$10,650	Lump Sum
<i>Subtotal</i>	<b>\$94,142</b>	
Phase 7 –Reimbursables	\$500	Actual cost plus 15%
Phase 8 – Contingency at 5%	\$4,707	Time & Expense
<b>TOTAL</b>	<b>\$99,349</b>	

**AUTHORIZATION:**

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: TOWN OF PONCE INLET

Approved by: MEAD & HUNT, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Brad T. Blais

Title: \_\_\_\_\_

Title: Vice President/Market Leader

*The above person is authorized to sign for Owner and bind the Owner to the terms hereof.*

Date: \_\_\_\_\_

Date February 28, 2024

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Mike Disher, AICP  
February 28, 2024  
Page 8

**IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN HALL, TOWN OF PONCE INLET, 4300 SOUTH ATLANTIC AVENUE, PONCE INLET, FL 32127, Deputy Town Clerk, Kim Cherbano, (386) 236-2150, [kcherbano@ponce-inlet.org](mailto:kcherbano@ponce-inlet.org).**

**EXHIBIT A: For the 2/14/2024 FY 2024 Priority List Adoption Meeting**

**FY2024 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION  
ISSUES AND RECOMMENDATIONS, Ch. 62-503, Florida Administrative Code**

- 1.) The P.L. 117-328 2023 Consolidated Appropriations Act requires State administer the Supplemental Appropriation for Hurricane Fiona & Ian (SAHFI) funds through the existing SRF programs. SRF requirements and procedures apply to these supplemental funds. The Department has determined based on allocated funding that sufficient funds will be available to allow a \$19,823,318 cap per sponsor. Projects listed with additional need will be moved to a waiting list for the remaining amount and will be eligible to compete for any reallocated funds at future Project Priority List meetings.

**The CWSRF SAHFI Projects are:**

	PROJECT SPONSOR	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	FUNDABLE LISTING AMOUNT	ALLOCATED PRINCIPAL FORGIVENESS
1	LaBelle**	387	26038	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
2	Arcadia**	368	14016	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
3	Eatonville**	363	48029	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
4	Welaka**	363	54050	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$4,996,000	\$ 4,996,000
5	Mascotte**	361	35124	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
6	Fort Meade**	360	53113	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$6,130,000	\$ 6,130,000
7	Avon Park*	350	28044	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$2,520,000	\$ 2,520,000
8	Charlotte County	352	0802K	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
9	Daytona Beach Shores	351	82702	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$14,550,000	\$ 14,550,000
10	Fort Myers	350	3604E	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
11	Groveland*	350	35066	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
12	Holly Hill*	350	6410A	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$9,300,000	\$ 9,300,000
13	Lake Wales*	350	5303E	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$7,350,110	\$ 7,350,110
14	Lee County	350	3602C	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
15	Leesburg*	350	35101	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
16	Montverde	350	35133	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
17	Ponce Inlet	350	64141	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$10,400,000	\$ 10,400,000
18	Port Orange*	350	64041	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$15,150,000	\$ 15,150,000

\* - Financially Disadvantaged Community

\*\* - Small Disadvantaged Community



19	Punta Gorda	350	08033	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
20	Cocoa Beach	349	05064	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$15,024,000	\$ 15,024,000
21	Howey-in-the-Hills	340	35023	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$3,185,000	\$ 3,185,000
22	Fort Myers Beach	107	36088	SW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$10,753,392	\$ 10,753,392

<b>FINANCIALLY DISADVANTAGED COMMUNITY = \$164,386,018</b>	<b>TOTAL SAHFI PROJECTS = \$317,415,000</b>
<b>STATE DEFINED SMALL DISADVANTAGED COMMUNITY = \$90,419,272</b>	<b>TOTAL ALLOCATED PRINCIPAL FORGIVENESS = \$317,415,000</b>

Staff recommends adding these projects to the fundable portion of the FY 2024 project priority list for the amounts as shown.

- 2.) Projects being added to the list in Issue 1 above whose project costs exceed the \$19,823,318 million sponsor cap will be placed on the waiting portion of the project priority list for the unfunded amount. They are:

PROJECT SPONSOR	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	UNFUNDED COSTS
LaBelle**	387	26038	CW/Plan/Design/Const.	02/14/24	\$13,918,682
Arcadia**	368	14016	CW/Plan/Design/Const.	02/14/24	\$4,537,946
Eatonville**	363	48029	CW/Plan/Design/Const.	02/14/24	\$18,749,303
Mascotte**	361	35124	CW/Plan/Design/Const.	02/14/24	\$3,576,682
Charlotte County	352	0802K	CW/Plan/Design/Const.	02/14/24	\$97,838,142
Fort Myers	350	3604E	CW/Plan/Design/Const.	02/14/24	\$34,176,682
Groveland*	350	35066	CW/Plan/Design/Const.	02/14/24	\$31,531,682
Lee County	350	3602C	CW/Plan/Design/Const.	02/14/24	\$188,766,682
Leesburg*	350	35101	CW/Plan/Design/Const.	02/14/24	\$21,076,682
Montverde	350	35133	CW/Plan/Design/Const.	02/14/24	\$15,633,682
Punta Gorda	350	08033	CW/Plan/Design/Const.	02/14/24	\$20,076,682

**WAITING PORTION TOTAL = \$ 449,882,847**

Projects added to the waiting portion of the project priority list for FY 2024 may be elevated to the fundable portion of the list if unused funds become available

\* - Financially Disadvantaged Community

\*\* - Small Disadvantaged Community

3.)

**SOURCES AND USES OF FUNDS**

<u>SOURCE OF FUNDS</u>	
<b>FEDERAL FUNDS</b>	<b>FY 2024</b>
FY 2024 SRF SAHFI CWSRF Capitalization Grant for Projects	\$ 317,415,000
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 317,415,000</b>
<u>USE OF FUNDS</u>	
SAHFI Projects on SFY 2024 Priority List (Forgivable Loan)	\$317,415,000
<b>TOTAL FUNDS OBLIGATED</b>	<b>\$317,415,000</b>
BALANCE OF LOAN FUNDS for PROJECTS = \$ -	

\* - Financially Disadvantaged Community  
\*\* - Small Disadvantaged Community

**From:** [McKinney, Jonathan](#)  
**To:** [Kim McColl](#)  
**Cc:** [Dan Scales](#); [Mike Disher](#)  
**Subject:** RE: [EXT] FW: Ponce Inlet SAHFI Funding - Septic to Sewer projects  
**Date:** Friday, March 8, 2024 9:42:56 AM  
**Attachments:** [image001.png](#)

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[EXTERNAL: This email was sent from outside of ponce-inlet.org, confirm this is a trusted sender before opening any links or attachments]

Kim,

In speaking with the City Manager, we can place this on our April 2 Council agenda. We are willing to support a cost share of 72/28 for the Mead Hunt proposal.

The Interlocal agreement would go as discussed on the May 7 agenda and Ponce would take the lead on drafting this.

If that will work for Ponce, I will let everyone know.

Thank you

John

---

**From:** Kim McColl <[kmccoll@ponce-inlet.org](mailto:kmccoll@ponce-inlet.org)>  
**Sent:** Thursday, February 29, 2024 2:35 PM  
**To:** McKinney, Jonathan <[Jmckinney@port-orange.org](mailto:Jmckinney@port-orange.org)>  
**Cc:** Dan Scales <[dscales@ponce-inlet.org](mailto:dscales@ponce-inlet.org)>  
**Subject:** RE: [EXT] FW: Ponce Inlet SAHFI Funding - Septic to Sewer projects

Sounds great! No problem, see you next week. Have a great day as well!

Thanks,

*Kim McColl*  
Finance Director  
Town of Ponce Inlet  
4300 S. Atlantic Avenue  
Ponce Inlet, FL 32127  
(386) 236-2150 (Office )  
email: [kmccoll@ponce-inlet.org](mailto:kmccoll@ponce-inlet.org)

*The Town of Ponce Inlet staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

**PLEASE NOTE: Please do not send any personal e-mail to this address. Florida has very broad public records laws. Most written communication to or from Town of Ponce Inlet officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to**



**Meeting Date:** 3/21/2024

**Agenda Item:** 8-B

## **Report to Town Council**

**Topic:** Request for Approval for the Riverside Conservancy Living Shorelines Project within Ponce Preserve.

**Summary:** See attached staff report and supporting documents.

**Suggested motion:** To approve the Riverside Conservancy Living Shorelines Project within Ponce Preserve.

**Requested by:** Mr. Lear, Planning & Development Director

**Approved by:** Mr. Disher, Town Manager



## MEMORANDUM

### TOWN OF PONCE INLET, PLANNING AND DEVELOPMENT DEPARTMENT

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Michael E. Disher, AICP, Town Manager  
From: Darren Lear, AICP, Planning & Development Director  
Date: March 12, 2024  
Subject: Request for Approval for the Riverside Conservancy Living Shorelines Project within Ponce Preserve

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**MEETING DATE:** March 21, 2024

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### **Introduction**

On December 18, 2023, Riverside Conservancy (RC) Executive Director, Kelli McGee, provided a presentation on a recently completed shoreline restoration project within the Town. She explained the concept of living shorelines and how they can protect waterfront properties. After Council discussion, Ms. McGee offered to submit a letter of services which could help in providing other shoreline restoration projects within the Town.

### **Background**

The RC is a non-profit organization focused on expanding sustainable living shorelines through educational outreach and land conservancy programs. Founded in 2017, the RC works with cities as well as local property owners to complete shoreline restoration projects.

The Riverside Conservancy's goal is "...for the beauty around us to be conserved and used to educate future generations. Through Riverside Conservancy, we can help create community leaders, restore shorelines that bring back natural wildlife such as oysters, and create a more resilient community."

At no cost to the Town, the RC will place approximately 1,000 linear feet of living shoreline/oyster reef enhancements within Ponce Preserve. The enhancements consist of 1'x1' modules that foster the growth of oysters and would be placed along the kayak trail.

According to RC, oyster modules are lightweight, plastic-free structures. They are structurally stable and provide abundant microhabitats for wild baby oysters ("spat") and other diverse reef organisms. Per Ms. McGee's letter dated February 20, 2024 (**Attachment 1**), if approved by Council, RC will sign a letter of indemnity that stipulates the Town will have no financial responsibility for this project.

In 2022 the Town completed a Vulnerability Assessment with assistance from the East Central Florida Regional Council, which recommended modifications to the Town's Comprehensive Plan to comply with the Peril of Flood Act and increase the Town's resiliency to flooding events.

This project assists in achieving the mission of those Comprehensive Plan amendments adopted in 2023, specifically:

- **Coastal Management Element**

- **Goal 1. Conserve, Protect, and Restore Coastal Natural Resources.**

It is the goal of Ponce Inlet to conserve, protect, and restore coastal natural resources. These actions are designed to maintain and enhance native habitats, floral and faunal species diversity, water quality, and natural surface water characteristics. Ponce Inlet also recognizes the necessity to preserve and expand opportunities for the general public to access, use and enjoy the ocean beaches, the Halifax River, and other natural resource areas with recreational potential.

- **Future Land Use Element**

- **Policy 1.1.4 (d)**

Development in the CHHA shall be guided by the policies under Coastal Management Element Objective 1.4. Additionally, per Policy 1.4.4 of the Coastal Management Element, the Town recognizes that sea-level rise will impact an increasing number of properties over time. In order to minimize these impacts the Town, on advice of the communities' desire, will encourage the implementation of low impact development strategies such as living shorelines and dune restoration.

### **Recommendation**

Staff recommends **approval** of the Riverside Conservancy Living Shorelines Project within Ponce Preserve.

### Attachments

1. Ms. McGee's letter

# Attachment 1



**Kelli McGee**  
310.497.1653  
P.O. Box 571  
Edgewater, FL 32132

---

Michael E. Disher, AICP, Town Manager  
Town of Ponce Inlet  
4300 South Atlantic Avenue  
Ponce Inlet, FL 32127

February 20, 2024

Dear Mr. Disher,

It was a pleasure speaking with your Town Council about shoreline restoration. On behalf of Riverside Conservancy, I am happy to offer living shoreline/oyster reef enhancements along 1,000 linear feet within Ponce Preserve at no cost to the Town. The enhancements would consist of placing oyster modules within the footprint identified below (along the banks of the kayak trail). Riverside Conservancy can also provide salt marsh grasses for portions of this shoreline.



*Figure 1 Site of proposed oyster habitat enhancement*

Riverside Conservancy staff, representatives from the St. Johns River Water Management District (SJRWMD), and the Florida Department of Environmental Protection (FDEP) recently visited



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Ponce Inlet and toured Timucuan Oaks Park and Ponce Preserve to identify potential locations for shoreline enhancement. During our visit, we noted that the aquatic ecosystem of Ponce Preserve is an ideal location for oyster reef enhancement. While there, we noted the healthy mangrove trees along the kayak trail. There appeared to be some oyster recruitment on mangrove roots, but few other surfaces for oysters to grow. Oysters, as filter feeders, can filter dozens of gallons of water per day. This improves water clarity and provides a more robust ecosystem.

As I mentioned to the Council, the SJRWMD and FDEP awarded Riverside Conservancy funding to restore and enhance one mile of shoreline in Volusia County and we would be pleased to provide oyster reef and shoreline enhancement at Ponce Preserve. As part of the restoration, we would obtain the necessary state and federal permits, bring the oyster modules to the preserve by truck, transfer them to kayaks, and place them immediately adjacent to existing mangroves. Volunteers from the Town would be welcome to assist. We would also conduct regular water quality tests and oyster growth monitoring.

For comparison, Riverside Conservancy completed a [similar project](#) in Edgewater at Veteran's Park and after a year, each oyster module was growing between 300-500 new oysters. Invented by researchers at the University of Florida's Whitney Lab, [oyster modules](#) "are lightweight, plastic-free structures. They are structurally stable and provide abundant microhabitats for wild baby oysters (spat) to settle on and for diverse reef organisms." The photos below are one-foot-square oyster modules deployed in Edgewater.



*Figure 2 Oyster Modules*



*Figure 3 Deployed oyster modules "day one."*



*Figure 4 Deployed oyster modules with young oysters growing on them.*

If the Town approves this project, Riverside Conservancy will sign a letter of indemnity that stipulates the Town will have no financial responsibility for this project.

Thank you for your interest in living shorelines. Please feel free to contact us for any additional information.

Sincerely,



**Kelli McGee**  
Executive Director



**Meeting Date:** 3/21/2024

**Agenda Item:** 8-C

## **Report to Town Council**

**Topic:** Approval of continuing services contract with Raftelis Financial Consultants, Inc.

**Summary:** See attached staff report and supporting documents.

**Suggested motion:** Staff recommends approval.

**Requested by:** Chief Scales, Public Safety Director

**Approved by:** Mr. Disher, Town Manager





## MEMORANDUM

### Office of the Public Safety Director

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Micheal E. Disher, AICP, Town Manager  
From: Daniel Scales, Public Safety Director  
Date: March 14, 2024  
Subject: Approval of a Continuing Services Contract with Raftelis Financial Consultants, Inc. for Stormwater Consulting Services

---

**MEETING DATE:** March 21, 2024

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Staff is requesting approval for a continuing services contract with Raftelis Financial Consultants, Inc. (Raftelis). The proposed cooperative purchasing (“piggyback”) contract is based on the original agreement of this firm with Martin County and is designed to enable Raftelis to deliver ongoing utility consulting services for the Town of Ponce Inlet.

#### **Background**

Town staff has identified the need for specialized expertise in stormwater consulting services, particularly with establishing a stormwater utility program as was discussed throughout last year’s budget process. We have determined that Raftelis possesses the necessary experience, knowledge, and resources to effectively fulfill our requirements. In September of 2023, Raftelis completed a water revenue sufficiency report recommending updates of water utility rates.

#### **Contract Overview**

The agreement will allow the Town of Ponce Inlet to utilize the cooperative purchase process (piggyback) to enter into a continuing services contract with Raftelis. The proposed contract is designed for an initial term of three (3) years, with the option for two (2) additional one-year renewals on the mutual agreement of both parties. The financial terms outlined in the contract are based on task orders to be assigned by the town for specific projects.

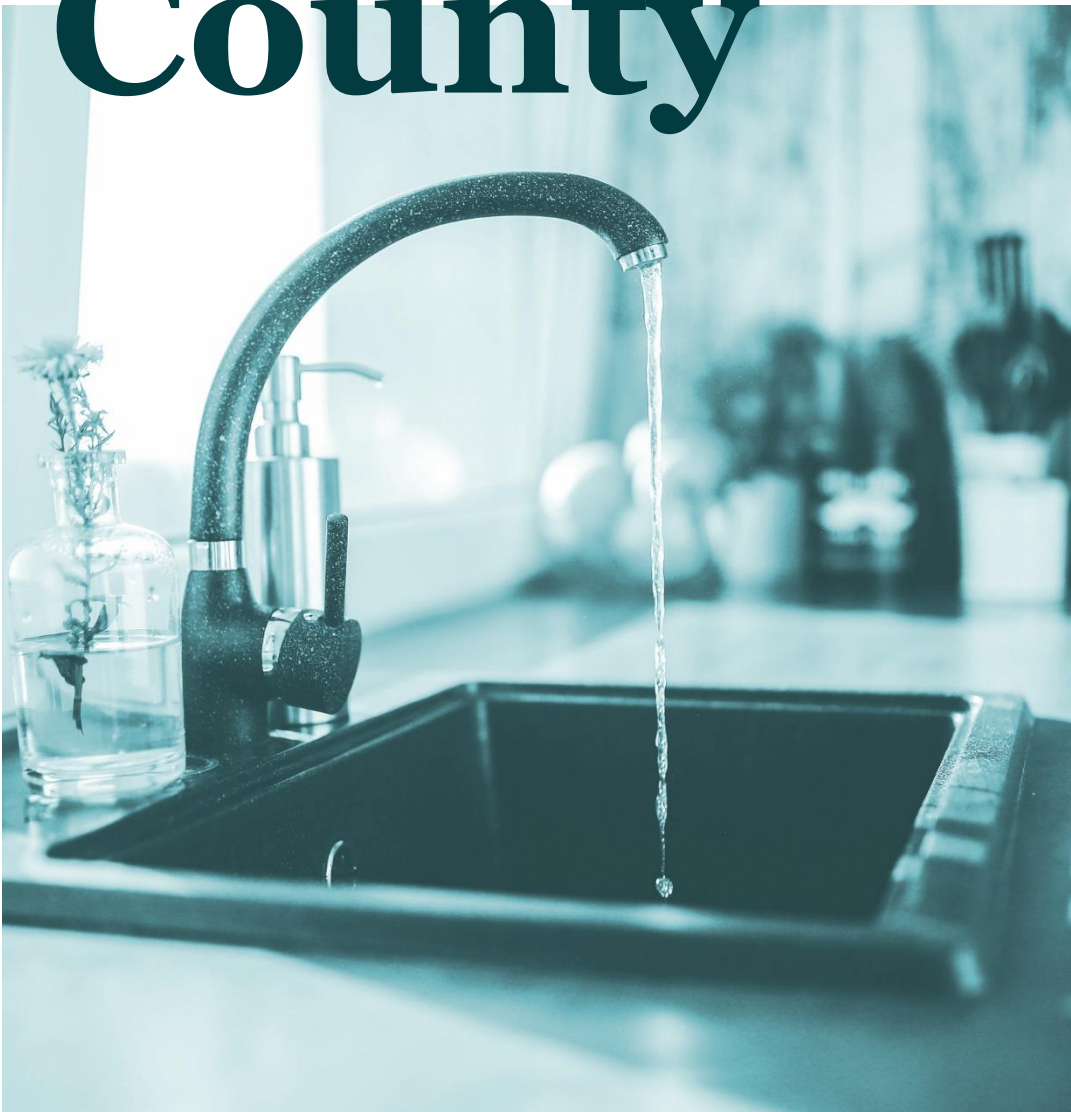
Attached to this report are the following items.

- Cooperative purchase agreement between the Town of Ponce Inlet and Raftelis Financial Consultants, Inc.
- Martin County consulting agreement with Raftelis Financial Consultants, Inc.
- The original Raftelis bid package to Martin County for utility rate and financial consulting

**Utility Rate & Financial Consulting**

RFP 2021-3343 / JULY 21, 2021

# Martin County



**Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.**

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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- J. Public Entity Crimes Statement*





July 21, 2021

Martin County Board of County Commissioners  
Purchasing Division  
2401 S.E. Monterey Road  
Stuart, Florida 34996

**Subject: Proposal for Utility Rate & Financial Consulting (RFP 2021-3343)**

Ladies and Gentlemen:

As a result of increasing demands on all aspects of utility operations, escalating costs to meet existing and new customer service and regulatory requirements, the need to continue to promote the water and wastewater line extension program for the benefit of the County, and satisfying the needs of the various system stakeholders, Martin County (County) is facing increasingly complex management issues. The role of sound financial management and rate administrative practices and effective strategic planning to support decision making in this environment is critical to the County's continued future success.

During the last 28 years, Raftelis (formerly Public Resources Management Group, Inc.) has worked closely with the County to develop and refine its utility financial planning process and has implemented numerous programs to support its strategic planning and rate administrative objectives. While our past efforts to assist the County in developing and implementing its utility business plan have been significant, there is still much to be addressed. Key challenges facing the utility include: i) near-term capital investment needs to address the requirements of the water and wastewater extension program and to maintain ongoing capital re-investment for long-term rate sustainability; ii) recognizing the service dynamics and challenges associated with the system transforming from a “growth” utility to a “mature” utility; and iii) balancing rate affordability with the increased expenditure needs of the system recognizing the effects of inflation, changes in regulations, the need to extend service, address Board of County Commissioner directives, and other factors.

Raftelis is pleased to submit this proposal in response to the County’s Request for Proposal (RFP) 2021-3343 for Utility Rate & Financial Consulting. Our proposal is based upon our understanding of the financial and rate consulting service needs, and we believe that it demonstrates how we can provide the County’s utility financial planning and rate consulting services in a timely, efficient, and professional manner. In reviewing our qualifications, a summary of the advantages that we offer is as follows:

- **Highly qualified** – We have significant experience in utility rate and financial planning, and our approach will be focused to promote the continued long-term financial sustainability of the County’s utility systems. We essentially serve only the public sector and have provided water, sewer, stormwater, and solid waste utility rate and financial services to over 160 Florida local governments, and have completed over 1,700 individual consulting projects on behalf of our clients in the southeastern United States since 1994.
- **Industry Experts** – Members of our staff have co-authored many of the industry guidebooks regarding water, wastewater, and reclaimed water financial and management issues. Members of our project team are contributing authors to the most recent update of the American Water Works Association’s *Manual M1, Principles of Water Rates, Fees, and Charges*, the recently published *Manual M29, Water Utility Capital Financing*, and the Water Environment Federation’s *The Water Reuse Roadmap*.
- **Qualifications and Experience of Proposed Consulting Team** – Our project team offers the County an experienced team combining the talents of certified public accountants, rate and financial analysts, economists, and certified government financial managers. Further, our team's institutional knowledge of the County provides continuity with the County’s current financial planning process while continuing to provide new perspectives in developing solutions to address the County’s financial issues based on our experience with the County, in the region, and nationally. The experience of our proposed team, all located in our Maitland, Florida office, can meet all of the County’s service needs, including utility rates, capital funding plans, utility acquisitions, contract (capacity, service, etc.) negotiations, utility extension programs, and strategic planning services.

We affirm our commitment to assist the County in successfully achieving its critically important utility system goals and meeting project schedules and deadlines in a cost-effective manner that provides value. As Executive Vice President of the firm and the proposed Project Director for the engagement, I will be the signatory to any contract documents executed with the County (Robert J. Ori, 341 North Maitland Avenue, Suite 300, Maitland, Florida 32751, Office: 407.628.2600 or Cell: 321.436. 4121, E: rori@raftelis.com). We thank you for allowing us to submit our proposal for your consideration and look forward to the opportunity to continue to be a trusted advisor to the County.

Sincerely,



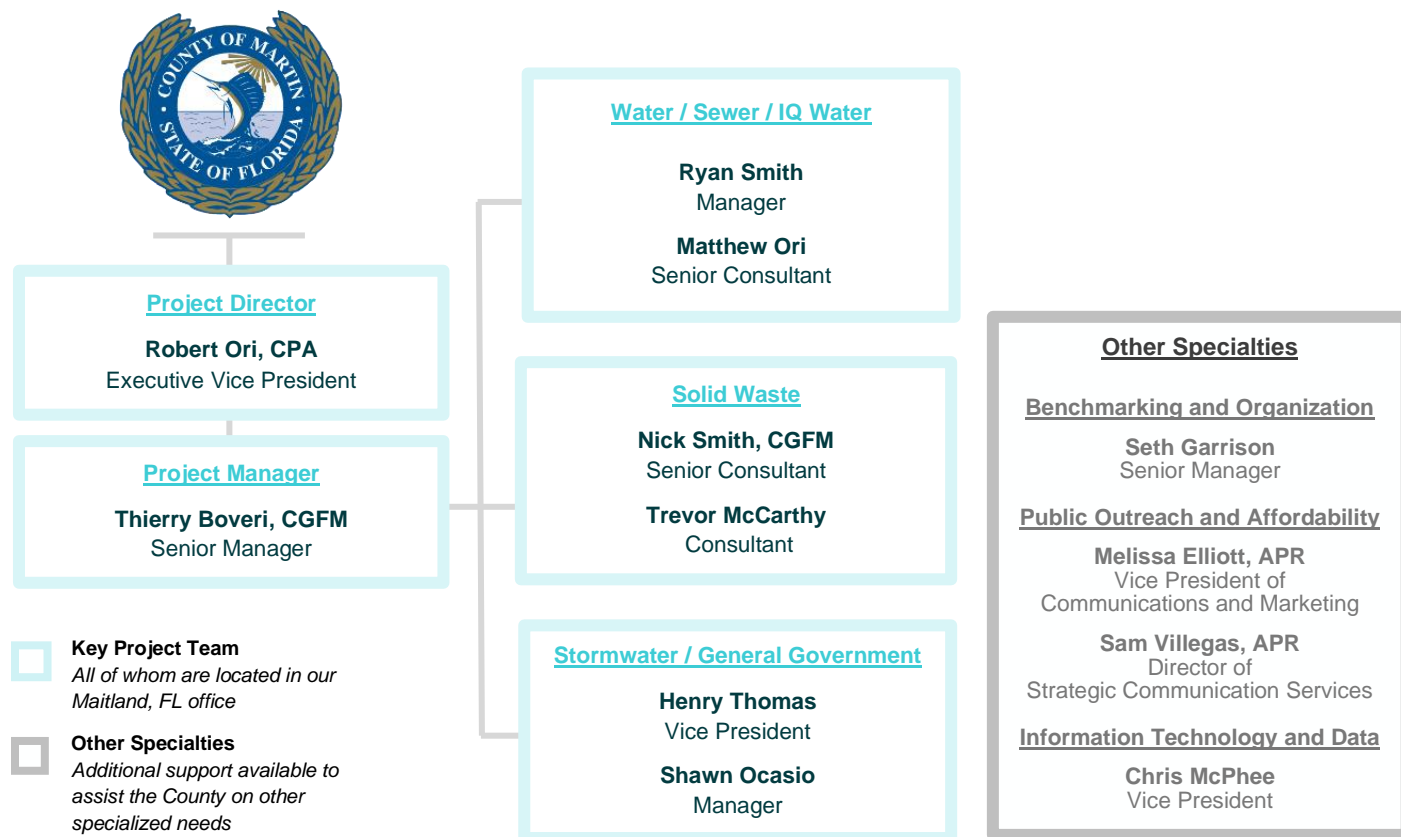
**Robert J. Ori**

*Executive Vice President*

## B. Firm and Individual Staff Qualifications

**Firm Overview:** Raftelis provides utilities and public-sector organizations with insights and expertise to help them operate as high-performing, sustainable entities providing essential services to their citizens. We help our clients solve their financial, organizational, technology, and communication challenges, achieve their objectives, and, ultimately, make their communities better places to live, work, and play.

**Staff Qualifications:** To provide the County with the right resources to get the job done and meet all the issues that the County may face over the next several years—resulting from such factors as growth, aging infrastructure replacement, impacts of increased regulations for providing service, new technology, climate change, impacts of changing labor force (succession planning), and continued inflation and national economic impacts on cost—a project team that has experience in all aspects of utility rates, finance, management, and strategic planning will be required. Our proposed project team includes a mix of senior staff members and experienced project analysts that have worked together for many years. The organizational chart highlights both the key project team members that are located in our Maitland, FL office that will be responsible for the majority of the work effort, as well as other strategic project team members that are available to assist the County on other specialized needs and issues such as public outreach, information technology, organizational structure and optimization, and other management and business needs that may arise. The organization chart also includes the area of responsibility for each selected project team member. At the end of this section, we have included resumes of our key project team members and key specialists that detail their qualifications and their role on the project.



## Key Personnel List Assigned to the County

We offer the County all of the resources of our firm, both in the State of Florida and also nationally. Our goal is to provide the best consultant or professional that can best meet the needs of the County based on the issue or circumstance of the services that may be needed during the contract term of our engagement. The performance of the requested County services will be managed and performed by our team

Team Member	Experience	Position
Robert J. Ori, CPA*	43 years	Executive Vice President
Henry Thomas	43 years	Vice President
Steven McDonald, CVA	30 years	Chief Economist/Valuation Services
Dianne Holloway, CPA	25 years	Senior Consultant
Tony Hairston	22 years	Vice President
Murray Hamilton, CPA	19 years	Senior Manager
Thierry Boveri, CGFM *	17 years	Senior Manager
Shawn Ocasio	12 years	Manager
Ryan Smith *	11 years	Manager
Joe Williams	9 years	Manager
Matthew Ori *	9 years	Senior Consultant
Nick Tuma *	8 years	Senior Consultant
Mark Tuma	6 years	Consultant
Trevor McCarthy	4 years	Consultant
Michael Noga	3 years	Consultant
Michelle Galvin	3 years	Associate Consultant
TJ Speight	< 1 year	Associate Consultant
Diana Mercas	< 1 year	Associate Consultant
Sarah Neely	< 1 year	Associate Consultant

\* Denotes personnel proposed to be assigned to the County's project.

located in the Maitland, FL office, approximately three hours away from the County. All the Raftelis Florida-based project team will be dedicated or available to meet the needs and issues facing the County. A summary of our Florida staff available to the County coupled with the identification of our project team members assigned to the County based on our current understanding of the needs of the County is summarized on the table shown here.

## Project Team Resumes

Resumes for both the specific Key Project Team members and the Strategic Project Team (special consultants) selected to provide the proposed utility rate and financial consulting services to the County are included at the end of this section.

## Subcontractor Information

Raftelis does not anticipate the need for assistance from outside subcontractors; to the extent a specific task requires an outside subcontractor, Raftelis will coordinate the selection/use of such contractor prior to the specific project initiation.

## Project Team Experience

The table on the following page illustrates the experience of our project team/Maitland office staff for clients we have served during the last five years for the County's consideration.



# Robert J. Ori CPA

## PROJECT DIRECTOR Executive Vice President

### ROLE

Robert will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

### PROFILE

Robert has: 1) performed utility revenue sufficiency and cost-of-service studies for over 175 local governments; 2) prepared financial feasibility and disclosure reports for approximately 95 transactions totaling over \$8.0 billion in proceeds in the traditional bond market, state revolving loans and rural development loans; 3) prepared financial due diligence evaluations for over 35 utility transactions; 4) served as the public service commission staff in the evaluation of franchised utility rate cases and has submitted testimony as an expert witness in support of rates; and 5) developed specialized rates such as low and high pressure reclaimed water rates, raw water rates, conservation rates, wholesale service and emergency service rates, development charges, and miscellaneous customer service rates. Robert has also been involved in the preparation of the capital improvement element for comprehensive land use plans, development and monitoring of municipal budgets, preparation of financial policies regarding liquidity and financial position, developed extension policies and agreements, assisted in development of service and capacity sales agreements and participated in contract negotiations, provided litigation support litigation services, and other related accounting, utility and public management advisory services.

Robert has been a frequently invited speaker addressing rate, accounting, and industry issues and has recently been involved in the American Water Works Association (AWWA) Rates and Charges Committee and the Finance, Accounting and Management Controls Committee. He is a contributing author to the newest addition of AWWA's *Manual of Practice No. 29, Fundamentals of Water Utility Capital Financing, Fourth Edition* and for the most recent published volume of AWWA's *Manual of Practice No. 1, Principles of Water Rates, Fees and Charges, Seventh Edition* and Contributing Author for the Water Environment Federation's 2018 published special publication, *The Water Reuse Roadmap*.



### Specialties

- Cost-of-service & rate studies
- Utility acquisitions
- Bond financing
- Wholesale service
- Developer/service agreements & policies
- Connection/development fees
- Business/strategic plans
- Strategic Planning Services
- Expert witness

### Professional History

- Raftelis: Executive Vice President (2019-present); President, PRMG (1994-2019)

### Education

- Master of Science in Business Administration, Accounting - Rollins College (1985)
- Bachelor of Science in Business Administration in Accounting & Finance - University of Central Florida (1977)

### Certifications

- Certified Public Accountant - Florida, No. 15822

### Professional Memberships

- WEF
- AWWA
- Government & Florida Finance Officers Association
- American & Florida Institute of Certified Public Accountants
- Florida Stormwater Association
- Member of Citizens Advisory Group for Seminole County Educational Impact Fees (2017)
- Member of the Charter Review Committee for the City of Winter Springs, Florida (2001)
- Member of Florida Section AWWA Water Conservation Committee (1992-1997)



## KEY PROJECT EXPERIENCE

### **Millennium Challenge Corporation (Mongolia)**

Robert directed the development of a financial forecast and rate tariff evaluation and plan in support of the Mongolia Second Compact Development for the Millennium Challenge Corporation (MCC) as documented in the “Financial and Institutional Sustainability study related to the Expansion of Bulk Water Supply in Ulaanbaatar, Mongolia” (the “MCC Report”). With respect to this project, Robert participated in on-site meetings with the Water Supply and Sewerage Authority of Ulaanbaatar (USAG - the water and wastewater utility purveyor), the Water Services Regulatory Commission (WSRC - the regulator for the establishment of rates), Housing and Public Utilities Company of Ulaanbaatar City (OSNAAUG - the primary wholesale customer), and other third parties to compile information and gain an understanding of the rate-making process and needs of the service area and developed a detailed financial model that included both a “utility-basis approach” (method generally employed by WSRC) and “cash needs approach” in the evaluation of revenue requirements and amounts to be recognized in the establishment of rates. The financial evaluation/model included: i) a customer and demand forecast, projections of operating expenses which also included incremental expenses associated with the MCC investment; ii) a utility plant (fixed assets) evaluation to estimate asset replacement for cash flow analyses and depreciation expense for tariff development; iii) a capital funding evaluation to identify debt/pay-as-you-go/and capital contributions in the evaluation of financial position; iv) a management dashboard that details the estimated fiscal position of the utility (liquidity, tariff sufficiency, capital contribution margins, debt leverage relationships, and other financial targets; and v) a schedule of proposed rate tariffs considered necessary to fund the revenue requirements of the utility. Robert also assisted in the preparation of the MCC Report.

### **Martin County (FL)**

Robert has served the water, wastewater, and solid waste departments of Martin County (County) since 1994 and has performed a variety of utility services for the County. The initial services were associated with the performance of a rate evaluation to consolidate three separate districts into a single enterprise. In order to address the utility rate needs, Robert directed the development of a detailed cost-of-service analysis, which included the re-structuring of utility rates, development of reclaimed water rates, and the design of system development fees. Robert assisted in the financial valuation and acquisition of 12 privately owned utilities to bring the utilities under public ownership, eliminate small wastewater treatment systems, and to further regionalize system service to promote economies of scale. Robert also developed financial forecasts, rate covenant and additional bonds tests, and assisted in the rating agency presentations for seven separate bond issues totaling \$140,840,000 in bond and state revolving fund loan proceeds. He also directed the development of a detailed solid waste business forecast to model the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service. As part of a managed competition (privatization) initiative of the County, Robert assisted the utility department in preparing a price bill (Robert was responsible for the Finance and Customer Service Component of the bill), which was won by the County and also assisted the department in the preparation and presentation of a change order to the bid price. Other services have included the development of wholesale service assisted with charges and assisted with the negotiation of a water and sewer capacity swap with the City of



Stuart, FL, development of reclaimed water rates and large user agreements, providing assistance for the development of a wastewater extension/septic tank replacement program, development of a price index rate adjustment formula for operating margin maintenance, and providing on-going utility rate and financial services.

### **City of West Palm Beach (FL)**

Robert has performed a variety of utility services for the City of West Palm Beach (City) since 1994. He directed the development of a detailed utility rate study for the City's water, wastewater, and stormwater enterprise funds. Responsibilities included overseeing the development of a detailed billing frequency to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plan, the design of rates for service including a water conservation rate structure, and the design of other rates including raw water rates, wholesale water and wastewater rates for full and emergency service, system development charges, and miscellaneous fees for service. Robert has continuously updated this study on behalf of the City. Robert has also developed financial forecasts, rate covenant and additional bonds tests, financial disclosure reports, and assisted in the rating agency presentations for 10 separate bond issues totaling \$483,145,000 in bond proceeds, including the East Central Regional Treatment Operations Board financing which the City is the administrator for the facility. Other services have included providing assistance in wholesale service agreements, development of capital funding analyses in support of the utility master planning process and water treatment facility options, and other ongoing rate and financial services.

### **Hillsborough County (FL)**

Robert has performed a variety of services to Hillsborough County (County) over the past twenty-five years. The first engagement directed by Robert was an evaluation of the financial position, rates, and business issues and the identification of alternatives to improve financial performance and sustaining rates. This led to the development of the Blue Ribbon Committee by the Board of County Commissioners that developed a strategy/list of recommendations to improve the utility; Robert served as the lead consultant assisting the County staff during the Blue Ribbon Committee deliberations. Robert also directed the preparation of a detailed cost-of-service analysis to modify the rates for service. Attributes included the development of a detailed billing frequency to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plan, the design of innovative rates for service based on an equivalent residential unit basis (flow based by customer, not by meter size) which also included a water conservation rate structure, and the development of a purchased water pass-through adjustment and a price index adjustment clause to allow for operating margin stability. Robert also developed a financial disclosure report including rate covenant and additional bond compliance tests, assisted in the preparation of language revisions to the governing bond resolutions for operating, financing, and accounting issues, and participated in the rating agency presentations for the issuance of utility revenue bonds (including Build America and Economic Recovery Bonds) totaling \$448,179,000 and solid waste revenue bonds totaling \$114,230,000 in bond proceeds. He also directed the development of a detailed solid waste business forecast to evaluate the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service. The financial forecasts for the water and wastewater system and the

solid waste system have been updated annually as part of the County's strategic planning process. Most recently, he developed a street light rate evaluation (assessments) for approximately 740 lighting districts in the County serving over 125,000 parcels, including the development of a revenue sufficiency analysis and multi-year forecast of needs, a cost allocation evaluation to recover costs, managed the development of the property assessment roll to bill the district rates, and assisted in the update of the Street Lighting Ordinance.

### **Lee County (FL)**

Robert directed the preparation of a comprehensive cost-of-service study for the water and wastewater system which included a detailed customer billing frequency analysis, development of net revenue requirements, identification of a capital financing plan and cash flow evaluation, and the design of rates for service. Subsequent to the rate evaluation, Robert was responsible for overseeing the preparation of the financial due diligence, development of a system financial and rate consolidation analysis, and preparation of the bond feasibility disclosure report in support of the issuance of \$134,615,000 in utility revenue bonds which financed a utility acquisition that increased the water customer base by 64% and the wastewater customer base by 37%. Since the acquisition, Robert has been involved in a number of projects for Lee County (County), including: i) the preparation of detailed bond feasibility reports for three transactions totaling \$233,595,000 in bond proceeds; ii) the preparation of an update to the rate study to adopt a series of multi-year rate adjustments which were approved by the Board of County Commissioners as presented; iii) assisted in the valuation and negotiations of the purchase of the Gateway Services District wastewater treatment plant and regional site and the development of a separate bulk wastewater services agreement; iv) development of a detailed financial policy for the utility (maintenance of operating and capital reserves, financial targets, and long-term revenue sufficiency which was adopted by the Board of County Commissioners); and v) performing other miscellaneous services as requested by the County from time to time (e.g., development of a capital planning tool for staff to evaluate changes in CIP planning, evaluation of absorption of other private and publicly-owned utilities in the County, design of reclaimed water rates, etc.). He also directed the development of a detailed solid waste business forecast to evaluate the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service.

### **Collier County (FL)**

Robert has been involved in directing numerous projects for Collier County (County) since 2001. Robert has directed: i) utility rate studies which involved the evaluation of the financial requirements of the utility, including the development of a sustainability plan (primary objectives being capital re-investment and financial sustainability) and the adoption of a multi-year rate phasing plan that was approved by the Board of County Commissioners; ii) the development of water and wastewater impact fees; iii) the design of wholesale rates; iv) assisting in the development of a reclaimed water policy, ordinance, major and basic user agreements for service, and the design of low and high pressure reclaimed water rates; v) the development of a bond feasibility disclosure reports in support of the issuance of \$233,700,000 in bond proceeds; and vi) the development of an acquisition evaluation to consolidate a privately-owned utility system into the County System. He also directed the development of a detailed solid waste business forecast to evaluate the financial needs of the system and to develop tipping or disposal fees and collection

fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service.

### **Alexandria Renew Enterprises (VA)**

Robert directed the development of a detailed revenue sufficiency analysis and rate evaluation for the Alexandria Renew Enterprises wastewater utility. The evaluation included the development of a 10-year financial forecast of revenue requirements, which recognized a joint capacity partner in the treatment facility, the development of financial targets and performance measures based on best management practices and credit evaluation criteria, implementation of a new rate structure to increased fixed cost recovery and promote revenue stability, and the development of a sustainable capital finance plan. The financial forecast model has been updated annually and serves as the basis for the development of the annual utility budget. Most recently, Robert assisted in the conversion of moving from a quarterly to a monthly based billing process. Other services have included the development of sewer deduct and metering policies, review of customer service and billing agreements, and preparing financial forecasts and rate covenant evaluations associated with securing low interest loans from the Virginia Resources Authority.

### **Fairfax County (VA)**

Robert directed the development of a detailed revenue sufficiency analysis and rate evaluation for the Fairfax County (County) wastewater utility. The evaluation included a 10-year financial forecast of revenue requirements, which recognized the County's participation in several joint wastewater treatment capacity partnerships, the development of financial targets and performance measures based on best management practices and credit evaluation criteria, implementation of a new rate structure to increased fixed cost recovery and promote revenue stability, and the development of a sustainable capital finance plan. The financial forecast model has been updated annually and serves as the basis for the development of the annual utility budget and the ongoing five-year adopted rate schedule. Robert also developed a financial disclosure report including rate covenant and additional bond compliance tests for the Series 2010 Bonds issues totaling \$152,255,000 in bond proceeds. Other services have included: the performance of a financial evaluation associated with the potential acquisition of both a private and public utility system; the development of a wastewater capacity lease and sales agreement, including the price of such capacity, with another public utility in a jointly owned treatment facility as well as the sale of County-owned capacity, assistance in the development of a capital project tracking system; the development of wastewater system development fees; and the design of water system filing criteria for the regulation of water systems by the County.

### **Newton County Water and Sewerage Authority (GA)**

This project directed by Robert included the development of a five-year financial forecast model and revenue sufficiency analysis to evaluate financial performance, revenue sufficiency, and the ability to sustainably fund the capital needs of the water and wastewater utility system. The analysis also included the phase-in of a re-design of rates to eliminate minimum water use allowances in the base charge, increase large customer fixed cost contributions based on implied capacity availability, increase water conservation incentives, and to promote revenue stability and fairness and the development of a purchased

water pass-through consumption charge mechanism. Robert also assisted the Newton County Water and Sewerage Authority (Authority) in the development of wholesale wastewater rates to service a neighboring local government, including the preparation of a comprehensive wholesale rate agreement between the parties. Other services have included: evaluation of the wholesale wastewater effluent disposal charges for land application; review of customer billing and late fee application, development of large user rates for industrial customers, and providing continued financial model updates to monitor rates and financial conditions.

## OTHER REPRESENTATIVE CLIENTS SERVED

- Ascension Parrish (LA)
- Brevard County (FL)
- City of Boca Raton (FL)
- Charlotte County (FL)
- Citrus County (Water and Wastewater Authority) (FL)
- Florida Keys Aqueduct Authority (FL)
- City of Grimes (IA)
- Hernando County (FL)
- Town of Jupiter (FL)
- Town of Jupiter Island (FL)
- Town of Leesburg (VA)
- Manatee County (FL)
- Millennium Challenge Corporation – Timor-Leste
- City of Miami Beach (FL)
- Newton County (GA)
- City of North Port (FL)
- East Central Regional Wastewater Treatment Operations Board (Palm Beach County, Cities of West Palm Beach, Riviera Beach, Lake Worth and Town of Palm Beach) (FL)
- Florida Governmental Utility Authority (FL)
- Oconee County (GA)
- City of Palm Coast (FL)
- Sarasota County (FL)
- Spanish Fort Water System, Inc. (AL)
- Stafford County (VA)
- St. Lucie County (FL)
- City of Sunrise (FL)
- City of Waycross (GA)
- Village of Wellington (FL)
- City of Winchester (VA)
- Town of Wrightsville Beach (NC)

## LITIGATION EXPERIENCE

Presented testimony as an expert witness or provided litigation support services before the following state and federal jurisdictions on utility rate, acquisition, and cost-of-service issues:

- Sarasota County, Public Utilities Commission - Pluris Southgate, Inc. (No Docket) (2017)
- Charlotte County Board of County Commissioners, Waste Management of Florida, Inc. Rate Case, Docket No. WM016-001-SW (2016)
- Lake Osborne Waterworks, Inc. vs. City of Lake Worth, Florida in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida - Case No. 502014-CA-008137 (2016)
- Fletcher Allen, et. al. vs. The Water Works Board of the City of Birmingham in the Circuit Court of Jefferson County, Alabama - Civil Action No. CV 2009 908
- Sarasota County, Public Utilities Commission - Aqua Utilities Florida, Inc. (2008) (No Docket)
- City of Treasure Island vs. City of St. Petersburg in the Circuit Court for Pinellas County, Florida Circuit Civil Division - Case No. 08-15359-CI-11
- Hillsborough County, Public Utilities Commission - Windermere Utility Co., Inc. (2006) (No Docket)

- City of Marco Island vs. State of Florida in the Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida - Case No. 06-261-CA-TB (2006)
- Sarasota County, Public Utilities Commission - Aqua Utilities Florida, Inc. Limited Rate Filing (2006) (No Docket)
- Sarasota County, Public Utilities Commission - South Gate Utilities, Inc. (2006) (No Docket)
- Citrus County Water and Wastewater Regulatory Authority Docket No. WS 05 01
- Pine Island Community Development District v. State of Florida Validation Hearing Case No. 04-CH3084 Fifth Judicial Circuit in and for Lake County
- Sarasota County, Public Utilities Commission - Siesta Key Utilities, Inc. (2004) (No Docket)
- City of West Palm Beach, et al. v. Department of Community Affairs and Palm Beach County – Case Nos. 04-4336GM, 04-4337GM, and 04-4650GM
- Sarasota County, Public Utilities Commission - AquaSource Utilities, Inc. (2003) (No Docket)
- Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, State of Florida – Case No. 01-CA-1921-16-9
- Circuit Court of the Sixteenth Judicial Circuit of the State of Florida, in and for Monroe County, Florida General Civil Division - Case No. CA-K-00-1525
- Town of Ft. Myers Beach, Lee County - Twentieth Judicial Circuit Case No. 99 1753-CA-JBR
- American Arbitration Association - Town of Vernon, CT and Vernon W.P.C.A. vs. Town of Ellington and Ellington W.P.C.A. - Case No. 12 199 00150 98
- Circuit Court for Pinellas County, Florida General Civil Division - Case No. 98 000747-CI-011
- Circuit Court of St. Charles County, State of Missouri - Case No. CV196 7425CC (1997)
- Polk County Utilities Commission - Grenelefe Utilities Co., Inc. (1995) (No Docket)
- Twentieth Judicial Circuit Court, Collier County, Florida - Case No. 95 2052 CA-01-TB
- Seventeenth Judicial Circuit, Broward County, Florida - Case No. 93-13263-14
- Charlotte County, Florida - Docket No. 92-106.06-WS (1993)
- Federal Energy Regulatory Commission - Docket No. ER83-369 (1983)
- Louisiana Public Service Commission - Docket No. U-15684 (1983)
- North Carolina Utilities Commission - Docket No. G-21, Sub 235 (1983)

## PUBLICATIONS

- “Preparing for Rate Studies and Bond Financings: Is Your Utility Ready?” Florida Water Resources Journal, 2013
- “Utility Rates and the Political Environment,” AWWA Journal, 2011
- “The Water Reuse Roadmap,” WEF Published Special Publication, 2018
- “Fundamentals of Water Utility Capital Financing,” AWWA Manual of Practice 29, Fourth Edition, 2014
- “Principles of Water Rates, Fees, and Charges,” AWWA Manual of Practice 1, Seventh Edition, 2017

## PRESENTATIONS

- “Capital Financing Plan: What Are My Options?” Florida Government Finance Officers Association (FGFOA) Annual Conference, 2016

- “A Water and Wastewater Utility Perspective on Water Supply and Pricing,” Broward Leaders Water Academy, 2013
- “Preparing for Rate Studies and Bond Financings: Is Your Utility Ready?” Florida Section of the AWWA Conference, 2012
- “Financial Analysis of Utility Systems,” FGFOA Annual Conference, 2010
- “Utilities are Big Business” FGFOA Annual Conference, 2009
- “Managing Wastewater Reuse Implementation as an Emerging Utility” The First Idaho Wastewater Reuse Conference, 2005
- “Developing Meaningful Management Reports,” FGFOA Annual Conference, 2004
- “Contract Operations: The Martin County Experience,” Seventh Annual American Water Works Association Customer Service Workshop, 1998
- “Competition and Customer Service,” AWWA Customer Service Issues Conference, 1997
- “Public-Private Partnering for Utility Infrastructure Financing in Collier County, Florida,” AWWA Annual Conference and Exposition, 1995
- “Innovative Water Conservation Ratemaking,” Florida Water Resources Journal, 1995
- “Utility Acquisitions,” AWWA Water Utility Financing Conference, 1993
- “Establishing Water Conservation Rates,” Florida Water Resources 67th Annual Conference, 1992
- “Water Conservation Rates and Solid Waste Variable Rates,” FGFOA 49th Annual Conference, 1991
- “Innovative Financing Alternatives,” AWWA Water Management Issues Conference, 1990

## **PROFESSIONAL HONORS**

- AWWA Management and Leadership Division 2011 Best Paper Award

# Thierry Boveri CGFM

## PROJECT MANAGER

Senior Manager



### ROLE

Thierry will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the County's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Thierry will serve as the County's main point of contact for the project.

### PROFILE

Thierry brings a client-focused approach with a strong desire to provide value and client satisfaction. Thierry has performed numerous utility revenue sufficiency and cost-of-service studies for more than 40 local governments throughout the southeastern United States, prepared financial feasibility and disclosure reports totaling over \$1 billion in debt proceeds issued through the traditional bond market, state revolving loans, and rural development loans; and assisted in a variety of economic and miscellaneous fee studies. Thierry has also been involved in the formulation of financial policies regarding liquidity and financial position related to industry best management practices. He has supported contract negotiations and provided other related utility and management advisory services.

Thierry is an active member of AWWA, WEF, GFOA and SWANA through his participation on several committees, periodic conference presentations on subject matters ranging from effective utility management (EUM) to the Circular Economy and as a principal author to WEF's *Manual of Practice No. 27, Financing and Charges for Wastewater Systems* and the WEF Water Reuse Road Map. Most recently, Thierry served on the selection committee for WEF's inaugural national Stormwater and Green Infrastructure Symposium.

### KEY PROJECT EXPERIENCE

#### Martin County (FL)

Thierry has performed a variety of services for Martin County (County) since 2005, including annual updates to the water and wastewater financial forecast and periodic updates of the solid waste models. Thierry has assisted the County with the issuance of the Utilities System Improvement Revenue Bonds

#### Specialties

- Water & sewer rate study
- Solid waste study
- Bond/state loan feasibility study
- Utility acquisition/valuations  
wholesale service rates
- Impact fee study
- Business/strategic  
plans/negotiations
- Desktop financial asset evaluation/  
reinvestment
- Cost/benefit analysis
- Financial policies/best management  
practices

#### Professional History

- Raftelis: Senior Manager (2019-present); Associate, PRMG (2005-2019)

#### Education

- Bachelor of Arts in Economics;  
Bachelor of Arts in International  
Business - Rollins College (2005)

#### Certifications

- Certified Government Financial  
Manager, No. 15483

#### Professional Memberships

- AWWA: Florida Section - Finance &  
Rates Committee
- WEF: Utility Management  
Committee
- Government Finance Officers  
Association
- Solid Waste Association of North  
America: Florida - Finance &  
Planning Committee



Series 2009 issued in the principal amount of approximately \$36.7 million. Thierry served as the project manager for the most recent engagement.

### **City of Cooper City (FL)**

Thierry has assisted the City of Cooper City (City) since 2007, including periodic revenue sufficiency evaluations, financial evaluations in support of the City's Utility Master Plan, development of conservation tiered rates and presentation of rate recommendations to City Commission. Thierry served as the primary analyst and project manager for the most recent engagement.

### **City of Sunrise (FL)**

Thierry has assisted the City of Sunrise (City) since 2007, including periodic revenue sufficiency evaluations, financial evaluations in support of the City's Utility Master Plan and reclaimed water rate evaluations. During 2010, Thierry performed a detailed utility rate evaluation and a subsequent bond feasibility study, the primary purpose to support the capital program identified in the City's utility master plan. The study resulted in the adoption of a 40% rate increase to fund the capital improvement program and issuance of approximately \$118,615,000 of Utility System Revenue Bonds, Series 2010 (which included Federally Taxable Build America Bonds). Thierry serves as a primary point of contact and project manager for the most recent engagements.

### **Lee County (FL)**

Thierry has assisted Lee County (County) with a comprehensive revenue sufficiency and rate study for the water and wastewater system and solid waste system resulting in the adoption of multi-year rate plan, financial policies, issuance of indebtedness and recommendations concerning development and changes to bond covenants, miscellaneous fees, review of service agreements, and other activities. The adopted rate plans included review of trends in historical operating results and detailed customer and tonnage billing statistical analysis, forecast of the net revenue requirements, and identification of a capital financing plan and cash flow evaluation, and the design of rates for service. Subsequent to the rate evaluation, Thierry assisted the County in development of a detailed financial policy as adopted by the Board of County Commissioners to formalize the financial management goals including: maintenance of operating and capital reserves, limitations on the issuance of debt, cash flow for capital reinvestment and long-term revenue sufficiency. Thierry also assisted the County in the development of an abridged financial model (capital planning tool) specifically designed for use by staff to determine effects on financial position and rates over various capital financing scenarios and overall capital funding levels.

### **Hillsborough County (FL)**

Thierry has performed a variety of services for Hillsborough County (County) since 2007, including annual updates to the water, wastewater, and solid waste financial forecast models. Specifically, Thierry began assisting the County through improvements to the water and wastewater financial management dashboard and development of a detailed customer statistical and revenue model used in the County's budget process. Thierry was the principal analyst in the development of a comprehensive solid waste financial forecast model used by staff to identify revenue sufficiency and rate design relative to solid waste fees and to aid in cost benefit decisions related to solid waste disposal options, negotiations, economic

analyses of fixed and marginal costs and other fiscal related analyses. Thierry has assisted the County with the recent issuance of the water and wastewater system Utility Revenue Bonds Series 2016 in the principal amount of approximately \$208 million and the Solid Waste and Resource Recovery Facility Bonds Series 2016 A/B in the combined principal amount of approximately \$114 million. Thierry has also assisted the County with review of contracts and validation of compliance with application of indexing provisions to charges by the County's solid waste franchise haulers.

### **Manatee County (FL)**

Thierry has assisted Manatee County (County) with a comprehensive cost-of-service study for the water and wastewater system which resulted in the adoption of the recommended rate design. Subsequent to the rate evaluation, Thierry assisted the County in the financial due diligence and financial feasibility report supporting the issuance of \$78.1 million in utility revenue bonds for funding improvements to the water, wastewater, solid waste, and stormwater utility system. Thierry is currently assisting the County with a revenue sufficiency and financial forecast study for the water and wastewater utility, which included the formulation of internal policies for financial management targets to promote the overall credit worthiness of the utility in anticipation of potential issuance of additional bonds identified in the near-term.

### **Fairfax County (VA)**

Thierry has been the lead analyst and project manager for Fairfax County (County) since 2012, performing annual updates to the detailed revenue sufficiency analysis, availability fee determination and rate evaluation for the wastewater utility. As part of the annual study updates, Thierry participates in the annual planning conference with utility management to identify critical issues facing the utility. The issues addressed through the annual studies have included, but are not limited to:

- Modeling and analyzing the contractual relationships and the cost of treatment capacity among the County's own WWTP relative to its capacity entitlements with five other local governments/authorities;
- Assisting in establishing quarterly fixed charges through analyses to determine the appropriate level of fixed cost recovery;
- Determining and justifying the current level of "Pay-Go" capital reinvestment from user rate revenues (currently at 3% of gross fixed assets) through desktop evaluation of fixed asset records;
- Assisting in the formulation of the methodology, valuation and structure of the sale of capacity by the County to existing wholesale customers; and
- Analyzing potential causes for differences among reported revenues and billed revenues.

This process of continual evaluation of the County's financial position and evaluation of specific rate study objectives that are ever evolving has been effective in supporting a sustainable financial plan with predictable rate needs.

### **PROJECT LIST**

- Alexandria Renew Enterprises (VA)
- City of Arcadia (FL)
- Brevard County (FL)

- Collier County (FL)
- Crossings at Fleming Island CDD (FL)
- Daphne (AL)
- DeSoto County (FL)
- Dunes CDD (FL)
- Hernando County (FL)
- Town of Jupiter (FL)
- Key Largo Wastewater Treatment District (FL)
- Town of Leesburg (VA)
- Loudoun County (VA)
- City of Miramar (FL)
- Sarasota County, FL
- South Martin Regional Utility (FL)
- City of St. Marys (GA)
- Stafford County (VA)
- City of Sunrise (FL)
- City of Winchester (VA)
- City of Zephyrhills (FL)

# Ryan Smith

## WATER / SEWER / IQ WATER

Manager



### ROLE

Ryan will provide support for the water, sewer, and IQ water components of the project.

### PROFILE

Ryan has focused on specialized utility rate, infrastructure, and business issues facing water, wastewater, reclaimed water, solid waste, and stormwater utilities. Ryan has performed cost-of-service studies, revenue sufficiency studies, impact fee evaluations, wholesale rate evaluation, utility valuations, and capital finance plans for water, wastewater, stormwater, reclaimed water, and solid waste enterprise funds for more than 40 government entities. He has also assisted with the preparation of financial feasibility and disclosure reports and capital finance plans in support of the issuance of over \$985,000,000 of bonds and securing over \$185,000,000 of state revolving loans. He has evaluated compliance of the receipt of electric franchise fees with interlocal agreements; performed utility valuations in support of private to public transactions; and provided related accounting, financial, utility, and public management advisory services such as the preparation of financial analyses in support of the capital improvement planning process as well as the development and monitoring of municipal budgets.

### KEY PROJECT EXPERIENCE

#### **Newton County Water and Sewerage Authority (GA)**

Ryan assisted in the development of a five-year financial forecast model and revenue sufficiency analysis to evaluate financial performance, revenue sufficiency, and the ability to sustainably fund the capital needs of the water and wastewater utility system. The analysis also included the phase-in of a re-design of rates to eliminate minimum water use allowances in the base charge, increase large customer fixed cost contributions based on implied capacity reservations, increase water conservation incentives, and to promote revenue stability through the development of a water supply charge (pass-through) mechanism. Other services have included: review of customer billing and late fee application and providing continued financial model.

#### **Newton County Water Department (GA)**

Ryan managed the development of a five-year revenue sufficiency and capital funding analysis to evaluate the ability to sustainably fund the capital needs of the county's owned and operated water assets. The

#### **Specialties**

- Retail & wholesale cost-of-service & rate evaluations
- Bond feasibility & capital finance plans
- Financial forecast modeling
- Customer billing analysis
- Utility valuations
- Franchise fee evaluations

#### **Professional History**

- Raftelis: Manager (2020-present); Senior Consultant (2019-2019); Consultant, PRMG (2011-2019)

#### **Education**

- Bachelor of Science in Accounting - University of Central Florida (2010)

#### **Professional Memberships**

- Florida Government Finance Officers Association
- Georgia Government Finance Officers Association
- American Water Works Association

evaluation assisted the department in developing a capital funding plan which relied upon both “Pay-As-You-Go” (cash) and debt to fund the near and long term capital requirements of the system while improving the financial position of the department. Ryan has continued to provide annual financial model updates to monitor capital, rates and financial stability.

### **City of West Palm Beach (FL)**

Ryan has performed a variety of utility services for the City of West Palm Beach (City) since 2011. The City of West Palm Beach Water and Wastewater Utility System provides service to over 65,000 customers and is currently an AA rated utility as rated by Standard and Poor’s. Ryan assisted in the development of a detailed utility rate study for the City’s water, wastewater, and stormwater enterprise funds in 2012. Responsibilities included the development of a detailed billing frequency to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plan, and the design of other rates including wholesale water and wastewater rates for full and emergency service, and miscellaneous fees for service. Ryan has worked with the City to continuously update and perform sensitivity support services to the financial forecast to recognize changes in revenues, expenses, cost allocations, capital needs, financial position, and capital financing assumptions to assist the City with its long-range utility planning process.

### **East Central Regional Operations Board (FL)**

The East Central Regional Water Reclamation Facility (ECRWRWF) is a wastewater treatment facility which has a rated capacity of 70 million gallons per day (MGD) and provides wastewater treatment service to the City of West Palm Beach, Palm Beach County, the City of Riviera Beach, the City of Lake Worth, and the Town of Palm Beach. Ryan assisted in the development of a detailed revenue sufficiency analysis and bond feasibility analysis for the issuance of \$87,665,000 in utility revenue bonds by the East Central Regional Operations Board to fund sludge residual processing and other facility improvements. The evaluation included the development of a five-year financial forecast of revenue requirements, which recognized the allocation of costs to the joint capacity partners in the ECRWRWF, the development of financial targets and performance measures based on best management practices and credit evaluation criteria, and the development of a sustainable capital finance plan. Other services have included the development of annual continuing disclosure documents associated with annual financial reporting requirements.

### **City of Daytona Beach (FL)**

Ryan assisted in the development of a detailed revenue sufficiency analysis and rate evaluation for the City of Daytona Beach’s (City) water, wastewater and stormwater utility. The evaluation included the development of a five-year financial forecast of revenue requirements, the development of financial targets and performance measures based on best management practices and rating agency credit evaluation criteria, and the development of a sustainable capital finance plan. Other services have included: the performance of an ongoing financial evaluation of the City’s capital improvement plan, assistance in financial disclosure documents for the State of Florida Revolving Loan Program (SRF), the performance of an analysis or an automated meter replacement/increased metered water revenue analysis, and the development of a wholesale wastewater cost allocation and rate analysis.

## PROJECT LIST

- Fairfax County (VA)
- Florida Keys Aqueduct Authority (FL)
- Hillsborough County (FL)
- Town of Jupiter Island (FL)
- Lee County (FL)
- City of Leesburg (FL)
- Town of Leesburg (VA)
- Martin County (FL)
- North Sumter County Utility Development District (FL)
- City of Oakland Park (FL)
- City of Palm Coast (FL)
- Village of Palm Springs
- City of Pinecrest (FL)
- St. Lucie West Services District (FL)
- City Sunny Isles Beach (FL)
- City of Sunrise (FL)
- City of Tampa (FL)
- City of Titusville (FL)



# Matthew Ori

## WATER / SEWER / IQ WATER

Senior Consultant



### ROLE

Matthew will provide support for the water, sewer, and IQ water components of the project.

### PROFILE

Matthew provides analytical support for utility financial forecasts, water and sewer rate design, and revenue sufficiency analyses for the firm's water, wastewater, stormwater, and solid waste clients. Matthew has provided analytical support to over 20 different utilities. Matthew has also supported due diligence and litigation services, utility acquisitions and assisted in the preparation of several financial feasibility studies, disclosure of the water and wastewater system. reports, and customer statistical analyses.

### KEY PROJECT EXPERIENCE

#### City of West Palm Beach (FL)

Matthew has assisted the City of West Palm Beach (City) in development of the most recent water and wastewater revenue sufficiency study. Matthew updated the City's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, and costs associated with the East Central Regional (ECR) wastewater treatment project, as well as assisting in the development of various financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects

#### City of Cooper City (FL)

Matthew has been assisting the City of Cooper City (City) since 2013 in development of their water and wastewater revenue sufficiency studies. Matthew updated the City's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. In addition, Matthew has assisted the city in the development of their stormwater revenue sufficiency and rate development study in conjunction with assistance in identifying customer accounts within the system that meet different class criteria.

### Specialties

- Financial forecast modeling
- Customer billing analysis
- Rate comparison/surveys
- Rate design modeling
- Customer bill impact & affordability analyses
- Management dashboard & financial metrics
- Stormwater modeling

### Professional History

- Raftelis: Senior Consultant (2021-present); Consultant (2019-2020); Senior Rate Analyst, PRMG (2017-2019); Analyst, PRMG (2012-2017)

### Education

- Bachelor of Science in Business Administration, Finance - University of Florida (2012)

**Martin County (FL)**

Matthew has been working with Martin County (County) since 2012 and has assisted in the update and development of the 10-year water and wastewater system financial forecast in support of revenue sufficiency and rate design studies. Matthew was responsible for the compilation and historical trend analysis of customer billing statistics, billing frequency analyses, trends in operating expenses and comparisons of budgeted to actual operating results. Matthew has also assisted in developing the forecast of customer growth, demand, and operating expenditures. The results of the analyses and the financial model updated by Matthew were presented to County staff during interactive work sessions to gain input from the client and present the sensitivity of various changes in assumptions. In addition, Matthew also provided analytical support for cost/benefit analyses for alternative biosolids treatment processes and forecast of non-ad-valorem special assessment revenues, as well as utility rate surveys and comparisons. In addition, Matthew has assisted on the solid waste financial forecast in support of revenue sufficiency study, including review of hauler agreements and analysis of historical tonnage statistics.

**Hillsborough County (FL)**

Matthew has assisted Hillsborough County (County) in the development of a five-year solid waste financial forecast in support of revenue sufficiency and analysis of new franchise hauler agreements within the system. Working directly with staff, Matthew has assisted in the analysis of franchise area billing units, recycling revenues, and the costs associated with landfill operating and closure. In addition to the solid waste forecast, Matthew also assisted the County with rate surveys and comparisons and has assisted in the development of the water and wastewater system financial forecast. In addition, Matthew has assisted the County in the development of a five-year stormwater financial forecast in support of revenue sufficiency and analysis of new rate alternatives within the system, including detailed analysis of several capital plan alternatives.

**Manatee County (FL)**

Matthew was responsible for the development of the stormwater financial forecast analysis, detailed customer statistical analyses, as well as assisting in the rate design analyses to help support of the creation of the Manatee County stormwater program. Matthew assisted in the creation of presentations for the County Commission Meetings, as well as assisting in continued education for the customers. In order to provide additional information concerning the effective rate for the system, Matthew assisted in detailed evaluations of system needs and to support the creation of the stormwater program.

**City of Orlando (FL)**

Matthew was responsible for the development of the stormwater financial forecast analysis, including an institutional background review of comprehensive annual financial reports and outstanding loan agreements. Matthew prepared detailed customer statistical analyses, as well as assisting in the rate design analyses to help support revenue projections. In order to provide additional information concerning the effects of the rate impacts to customers' utility bills, Matthew prepared detailed bill comparisons evaluating individual bills for different rate alternatives.

### **City of Sunrise (FL)**

Matthew has assisted the City of Sunrise (City) in development of the most recent water and wastewater financial forecast as well as rate design for the system. Matthew updated the City's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. Additionally, Matthew assisted in customer impact analysis during the rate design process to help ensure fair and equitable rates were being designed, as well as the rate design process.

### **Town of Leesburg (VA)**

Matthew was responsible for the development of the financial forecast analysis, including an institutional background review of existing contracts, comprehensive annual financial reports, outstanding loan agreements, and the Bond Resolution requirements of the outstanding bonds. Matthew prepared detailed customer statistical analyses, including a historical five-year trend analysis and bill frequency analysis to support rate design analyses and revenue projections. In order to provide additional information concerning the effects of the rate impacts to customers' utility bills, Matthew prepared detailed bill comparisons evaluating individual bills, as well as annualized charges by individual residence for the entire customer base of the utility. The study resulted in the adoption of a multi-year rate plan to support increased capital funding from rates, implement certain rate design objectives, and promote financial sustainability.

## **PROJECT LIST**

- Brevard County (FL) – Water/Sewer revenue sufficiency study, impact fee analysis, and miscellaneous analytical assistance
- City of Clermont (FL) – Miscellaneous analytical assistance
- City of Daytona Beach (FL) – Miscellaneous analytical assistance
- City of Dunnellon (FL) – Impact fee analysis and miscellaneous analytical assistance
- Dunes CDD (FL) – Water/Sewer revenue sufficiency study
- City of Edgewater (FL) – Water/Sewer revenue sufficiency study and stormwater revenue sufficiency study
- Fairfax County (VA) – Water/Sewer revenue sufficiency study
- Flagler County (FL) – Miscellaneous analytical assistance
- Florida Governmental Utility Authority (FL) – Acquisition analysis, impact fee analysis, and bond feasibility
- Hernando County (FL) – Water/Sewer revenue sufficiency study and miscellaneous analytical assistance
- City of Highland Beach (FL) – Miscellaneous analytical assistance
- Lee County (FL) – Miscellaneous analytical assistance
- City of Longwood (FL) – Water/Sewer revenue sufficiency study
- Martin County (FL) – Bond feasibility

- City of Miami Beach (FL) – Stormwater revenue sufficiency study, bond feasibility, and miscellaneous analytical assistance
- Nassau County (FL) – Acquisition analysis
- Newton County (GA) – Water/Sewer revenue sufficiency study
- Newton County Water and Sewage Authority (GA) – Water/Sewer revenue sufficiency study
- City of Ocala (FL) – Stormwater revenue sufficiency study and rate design/rate adequacy
- Panama City Beach (FL) – Impact fee analysis
- Riviera Beach Utility District (FL) – Miscellaneous analytical assistance
- Sarasota County (FL) – Miscellaneous analytical assistance
- City of St. Pete Beach (FL) – Impact fee analysis and miscellaneous analytical assistance
- Stafford County (VA) – Water/Sewer revenue sufficiency study
- Village of Tequesta (FL) – Water/Sewer revenue sufficiency study
- City of Titusville (FL) – Miscellaneous analytical assistance
- Village of Tequesta (FL) – Stormwater revenue sufficiency study and rate design/rate adequacy

## Nick Smith CGFM

### SOLID WASTE

Senior Consultant

#### ROLE

Nick will provide support for the solid waste components of the project.

#### PROFILE

Nick has six years of professional experience in rate and financial consulting services. Nick provides analytical support for projects involving water, wastewater, and solid waste enterprise systems focusing on data analysis and financial forecasts and utility rate studies. These projects have involved tasks including customer statistical analyses, projections of system revenues and expenditures, and developing client-specific financial models.

#### KEY PROJECT EXPERIENCE

##### Lee County (FL)

Nick has assisted on multiple projects for Lee County (County), including updating the financial forecast for the water and wastewater system and the development of a comprehensive revenue sufficiency study for the County's solid waste system. The solid waste study included review and analysis of historical operating results, customer billing and tonnage statistics, waste-to-energy (WTE) facility operations and agreements to identify revenue sufficiency. Nick assisted in the multi-year design of solid waste disposal fees and assessment rates. Additionally, Nick assisted the County with the issuance of the Solid Waste System Refunding Revenue Bonds, Series 2016 in the principal amount of approximately \$66 million.

##### Hillsborough County (FL)

Nick was the primary analyst in the annual revenue sufficiency and rate design studies for Hillsborough County's (County) solid waste system. Nick has assisted the County with review of contracts and validation of compliance with application of indexing provisions to charges by the County's solid waste franchise haulers, rate impact analyses related to solid waste various disposal options, and other fiscal analyses. Additionally, Nick assisted the County with the issuance of the Solid Waste and Resource Recovery Facility Bonds, Series 2016 A&B in the combined principal amount of approximately \$114 million.



#### Specialties

- Financial/computer modeling
- Rate design & customer impact analyses
- Customer billing analysis
- Utility rate surveys

#### Professional History

- Raftelis: Senior Consultant (2021-present); Consultant (2019-2020); Senior Rate Analyst, PRMG (2016-2019); Rate Analyst, PRMG (2014-2016)

#### Education

- Bachelor of Science in Business Administration, Economics - University of Central Florida, University Honors, summa cum laude (2014)

#### Certifications

- Certified Government Financial Manager (CGFM)

#### Professional Memberships

- AWWA: Rates & Charges Committee
- Solid Waste Association of North America
- WEF
- Florida Government Finance Officers Association

**Collier County (FL)**

Nick has performed a range of services for Collier County (County). He was the primary analyst in annual revenue sufficiency and rate design studies, impact fee studies, and miscellaneous fee studies for the County's water and sewer system. The revenue sufficiency studies involved capital funding strategies to optimize the use of existing cash resources, while employing additional borrowing to mitigate customer rate impacts. Additionally, Nick assisted the County with the issuance of the Water and Sewer Revenue Bonds, Series 2019 in the principal amount of approximately \$76 million. Nick also served as the primary analyst for the revenue sufficiency studies performed for the County's solid waste system.

**Hernando County (FL)**

Nick assisted in the development of a detailed 10-year financial forecast to evaluate the sufficiency of revenues to cover the solid waste system's operating, capital, and other expenditure needs. This assignment required an in-depth analysis of Hernando County's (County) historical and budgeted operating expenses and customer statistics to serve as a basis for expenditure and revenue projection. Additionally, an analysis of landfill capacity utilization, cost of closure, and long-term care expenses was prepared to identify the required transfers to the County's closure and capital improvement funds, as required by the Florida Department of Environmental Protection.

**Sarasota County (FL)**

Nick assisted in the development of a 10-year Fire Assessment and Emergency Medical Services (EMS) revenue requirements forecast. Throughout the study he performed projections of assessment and ad-valorem tax revenues, operating expenses, the funding of capital projects and personnel allocation between Fire and EMS. From these analyses he was able to assist in developing projected fire assessment rates and the EMS component of Sarasota County's property tax millage rate.

**Charlotte County (FL)**

Nick assisted in the analysis and rate review of estimated rates being developed by Charlotte County's franchise hauler. The sanitation rate case included review and analysis of the rate filing and the development of a rate evaluation model. The model evaluated the cost of providing collection services and included an analysis of customer billing statistics, operating expenses, and fixed assets.

**City of Plant City (FL)**

Nick was the primary analyst in the revenue sufficiency and rate design study for the City of Plant City's solid waste system. The solid waste study included an analysis of collection customers, tonnage disposal statistics, and various capital scenarios (e.g., conversion to automated collection in order to determine revenue sufficiency. Cost of service rate design by customer class was evaluated in order to ensure fair and equitable rates among the customer classes.

**Miami Shores Village (FL)**

Nick was the primary analyst in the revenue sufficiency and rate design study for Miami Shores Village's solid waste system. The solid waste study included an analysis of collection customers, tonnage disposal



statistics, and capital funding in order to determine revenue sufficiency. Cost of service rate design by customer class was evaluated in order to ensure fair and equitable rates among the customer classes.

### **City of Orlando (FL)**

Nick has assisted the City of Orlando (City) in the development of the five-year wastewater system financial forecast in support of the revenue sufficiency, benefit fee, and rate design study. Nick updated the City's rate/financial model, including customer statistics, revenues, and wastewater operating cost. He prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects of the wastewater system. Nick assisted with various rate design sensitivity analyses including equitable rate design structures for multi-family customers and level of service. Additionally, Nick assisted with the calculation of benefit (impact) fees which involved analysis of city fixed asset records, reserved capacity agreements, and annual flow data.

### **City of Edgewater (FL)**

Nick was the primary analyst in the revenue sufficiency study for the City of Edgewater's solid waste system. The solid waste study included an analysis of customer statistics, operating expenses, and capital funding in order to determine revenue sufficiency and develop the recommended revenue adjustments.

### **Babcock Ranch Community Independent Special District (FL)**

Nick served as the primary analyst for the financial forecast in support of the development of a lease option to purchase agreement for Babcock Ranch Community Independent Special District's (District) start-up solid waste system. The financial forecast included development of projected customer growth, which served as the basis for the acquisition of additional waste collection vehicles and equipment, collection containers, and disposal of waste for strategic planning purposes. With the assistance of District staff and the solid waste system's operational experts, a forecast of operating expenses and other funding requirements was developed resulting in the derivation of preliminary collection rates for the solid waste system.

### **Pinellas County (FL)**

Nick served as the primary analyst for Pinellas County's revenue sufficiency study for the solid waste system. The solid waste study included review and analysis of historical operating results, customer billing and tonnage statistics, waste-to-energy (WTE) facility operations, and contractual agreements and invoices to identify revenue sufficiency. Nick assisted in the multi-year design of solid waste disposal fees, as well as over 20 rate scenarios evaluating the potential effects of contractual revenue changes for the system.

### **City of Apopka (FL)**

Nick has assisted in an analysis of the City of Apopka's (City) recreational municipal impact fees. He performed an analysis of population projections, dwelling unit relationships, and developed corresponding growth projections. He also assisted in discussions with the City regarding the determination of level of

service (LOS) standards and the capital requirements needed to serve new development. Nick assisted in the design of the impact fees for the residential customer classes.

### **City of Umatilla (FL)**

Nick has assisted in an analysis of the City of Umatilla's (City) police, fire protection, and recreational municipal impact fees. He performed an analysis of population projections, dwelling unit relationships, and developed corresponding growth projections. He also assisted in discussions with the City regarding the determination of level of service (LOS) standards and the capital requirements needed to serve new development. Nick assisted in the design of the impact fees for the residential and non-residential customer classes.

### **City of Miramar (FL)**

Nick has assisted in an analysis of the City of Miramar's (City) recreational municipal impact fees. He performed an analysis of population projections, dwelling unit relationships, and developed corresponding growth projections. He also assisted in discussions with the City regarding the determination of level of service (LOS) standards and the capital requirements needed to serve new development. Nick assisted in the design of the impact fees for the residential customer classes.

### **City of Clermont (FL)**

Nick was the primary analyst in the revenue sufficiency study for the City of Clermont's solid waste system. The solid waste study included an analysis of customer statistics, operating expenses, and capital funding in order to determine revenue sufficiency and develop the recommended revenue adjustments.

### **City of Lakeland (FL)**

Nick was the primary analyst in the annual revenue sufficiency studies for the City of Lakeland's water and sewer system. The studies included an analysis of customer statistics, operating expenses, and capital funding in order to determine revenue sufficiency and develop the recommended revenue adjustments.

### **City of Sanibel (FL)**

Nick was the primary analyst in the annual revenue sufficiency studies for the City of Sanibel's water and sewer system. The studies included an analysis of customer statistics, operating expenses, and capital various capital funding scenarios in order to determine revenue sufficiency and develop the recommended revenue adjustments.

### **City of Haines City (FL)**

Nick was the primary analyst in the annual revenue sufficiency studies for the City of Haines City's water and sewer system. The studies included an analysis of customer statistics, operating expenses, and capital funding in order to determine revenue sufficiency and develop the recommended revenue adjustments.

## **PROJECT LIST**

- City of Apopka (FL)

- Babcock Ranch Community Independent Special District (FL)
- Charlotte County (FL)
- City of Clermont (FL)
- Collier County (FL)
- City of Davenport (FL)
- City of Edgewater (FL)
- City of Eustis (FL)
- City of Groveland (FL)
- Hernando County (FL)
- Hillsborough County (FL)
- Immokalee Water and Sewer District
- City of Lakeland (FL)
- Lee County (FL)
- Manatee County (FL)
- City of Melbourne (FL)
- Miami Shores Village (FL)
- City of Miramar (FL)
- City of Orlando (FL)
- City of Panama City (FL)
- City of Panama City Beach (FL)
- Pinellas County (FL)
- City of Plant City (FL)
- Sarasota County (FL)
- City of St. Augustine (FL)
- City of Stuart (FL)
- City of Tampa (FL)
- City of Umatilla (FL)
- Virgin Islands Water and Power Authority (Virgin Islands)
- City of West Palm Beach (FL)

## PUBLICATIONS

- *The Water Reuse Roadmap*, “Chapter 5 – Financial Sustainability,” WEF, 2018
- *Manual of Practice 27: Financing and Charges for Wastewater Systems*, Fourth Edition, “Chapter 10 – System Development Charges,” WEF, 2018

## PRESENTATIONS

- "A Multi-Faceted Approach to Affordability," Florida Section AWWA Fall Conference, 2018
- "Water Rate Affordability," Central Florida Government Finance Officers Association Annual Meeting, 2019

# Trevor McCarthy

## SOLID WASTE Consultant



### ROLE

Trevor will provide support for the solid waste components of the project.

### PROFILE

Trevor has contributed to projects involving water, wastewater, solid waste, and stormwater enterprise systems. These projects have focused on the evaluation of financial position and involved developing revenue and expense projections, analyzing customer data, the development of user rates and fees, and developing client specific financial models.

### KEY PROJECT EXPERIENCE

#### Bay County (FL)

Trevor assisted in the analysis of revenue sufficiency for the County's retail and wholesale water and wastewater enterprise systems. The evaluation comprised of a detailed customer analysis to determine the effects of Hurricane Michael in 2018 to projected revenues.

#### City of Edgewater (FL)

Trevor assisted in the development of a five-year financial forecast to evaluate financial performance and the ability to meet projected funding requirements of the City of Edgewater's water and wastewater, refuse, and stormwater enterprise systems. The analyses included revenue and expense projections and revenue requirements for each system based on historical and projected customer and other utility data.

#### Collier County (FL)

Trevor has assisted in the analysis of revenue sufficiency and rate design for Collier County's Solid and Hazardous Waste Management division. This involved developing detailed projections of revenues and expenses, customer growth, and capital funding requirements to develop a ten-year forecast. Trevor also assisted in the development of a financial dashboard that County staff could use to test the sensitivity of rate requirements based on various capital financing scenarios and financial objectives.

#### Lee County (FL)

Trevor has assisted with multiple projects for Lee County, including financial forecast for the water and wastewater system, revenue sufficiency, and impact fee evaluation. Trevor has also assisted in ongoing updates to a capital planning tool designed for County staff to determine effects on financial position and rates over various capital financing scenarios.

### Specialties

- Financial modeling/forecasting
- Revenue sufficiency studies
- Customer billing analysis
- Utility impact fee analysis

### Professional History

- Raftelis: Consultant (2020-Present); Associate Consultant (2019-2019); Rate Analyst, PRMG (2018-2019)

### Education

- Bachelor of Science in Business Administration, Finance - University of Central Florida (2017)

### Professional Memberships

- AWWA
- Florida Government Finance Officers Association

## **Sarasota County (FL)**

Trevor assisted in the preparation of a financial feasibility study in support of Sarasota County's issuance of Utility System Revenue Refunding Bonds, Series 2019A in the principal amount of approximately \$38.7 million. This included a comprehensive analysis of the County's financial position and creation of a 5-year financial forecast to evaluate the sufficiency of revenues. Trevor continues to support the County in annual revenue sufficiency studies.

## **City of Valdosta (GA)**

Trevor has assisted in projects for the city including updating a detailed financial forecast in order to assess revenue sufficiency, review of the City of Valdosta's adopted utility rates, and analysis of capital projects and financing.

## **PROJECT LIST**

- Bay County (FL) – Water and wastewater rate study (retail and wholesale systems)
- City of Canton (GA) – Water and wastewater rate study
- Collier County (FL) – Solid waste cost-of-service rate study
- City of Davenport (FL) – Water and wastewater rate, miscellaneous fee, and impact fee study
- City of Edgewater (FL) – Water, wastewater, refuse, and stormwater rate study
- Town of Goffstown (NH) – Water and wastewater rate study
- City of Haines City (FL) – Water and wastewater rate, miscellaneous fee, and impact fee study
- City of Inverness (FL) – Water and wastewater rate study
- Key Largo Wastewater Treatment District (FL) – Wastewater rate study
- Lee County (FL) – Water and wastewater rate study, capital planning tool
- Martin County (FL) – Water and wastewater rate study
- Newton County (GA) – Wholesale water rate study
- Newton County Water and Sewerage Authority (GA) – Water and wastewater rate study
- City of Oakland Park (FL) – Water and wastewater rate and miscellaneous fee study
- City of Ocoee (FL) – Water and wastewater rate study and reclaimed water rate design
- Okeechobee Utility Authority (FL) – Water and wastewater rate study
- City of Orlando (FL) – Reclaimed water cost-of-service analysis
- City of Palm Coast (FL) – Parks and recreation services and fire and EMS impact fee studies
- City of Panama City (FL) – Water and wastewater rate study, solid waste rate study
- City of Sanford (FL) – Water and wastewater rate study
- Sarasota County (FL) – Stormwater capital planning tool, bond feasibility, and water and wastewater rate study
- St. Lucie West Services District (FL) – Water and wastewater rate study
- City of Tampa (FL) – Bond feasibility study
- City of Valdosta (GA) – Water and wastewater rate study
- City of Winter Garden (FL) – Water and wastewater rate study, stormwater rate study, and impact fee study

# Henry Thomas

## STORMWATER / GENERAL GOVERNMENT

Vice President



### ROLE

Henry will provide support for the stormwater and general government components of the project.

### PROFILE

Henry has over 40 years of utility industry rate and financial experience focusing on business issues facing water, wastewater, solid waste, natural gas, electric, and stormwater utilities. Henry’ experience includes directing financial consulting services for publicly-owned utilities and governmental entities. He has been responsible for preparing utility rate and cost-of-service studies, business plans, bond feasibility studies, designing water conservation rates, connection and development fees, municipal impact fees, developing utility financial policies and assisting with the acquisition of utility properties and other management consulting services. During his career, he has served over one hundred and twenty clients including county and municipal governments and publicly-owned utility districts, authorities, and cooperatives.

### KEY PROJECT EXPERIENCE

#### City of Lakeland (FL)

Henry has served the City of Lakeland (City) since 2009 providing utility rate, financial planning, and management consulting services to the water and wastewater utility systems. On behalf of the City, Henry has directed a comprehensive cost-of-service/rate study and annual revenue sufficiency updates. Major issues addressed for the City include water conservation rates and rate structures that promote revenue stability and evaluating the size and timing of capital projects.

#### Polk County (FL)

Henry has served Polk County since 2013 providing utility rate, financial planning, and management consulting services to the water and wastewater systems. His experience includes directing utility rate and cost-of-service studies including the development of water conservation rate structures and preparing bond feasibility studies.

#### Charlotte County (FL)

Henry has served the Charlotte County Utilities (County) since 1996 providing utility rate, financial planning, and management consulting services to the County’s water and wastewater systems. As part of

### Specialties

- Business/strategic plans
- Cost-of-service & rate studies
- Bond financing
- Water conservation rates
- Contract negotiation
- Utility acquisitions
- Development fees
- Municipal impact fees

### Professional History

- Raftelis: Vice President (2019-present); Senior Vice President , PRMG (1994-2019)

### Education

- Bachelor of Science in Business Administration, Economics - University of Florida (1977)

### Professional Memberships

- Florida Government Finance Officers Association
- AWWA



this ongoing engagement Henry has directed comprehensive water and wastewater rate studies, bond feasibility studies, utility valuations, impact fee studies and assisted in the development of water conservation rates and utility expansion policies and the evaluation of wholesale rate issues related to the Peace River/Manasota Water Supply.

### **City of Valdosta (GA)**

Henry has worked for the City of Valdosta (City) since 1998 providing utility rate and financial planning services to the City's water and sewer system. His experience with the City of Valdosta includes preparing a water and sewer master plan capital funding analysis, a comprehensive water and sewer rate study, including implementation of significant water conservation rate structures phased-in over a multi-year period, and several rate sufficiency updates to ensure that the City's water and sewer utility rates are adequate to fund operating and capital needs, and maintain a sound financial position.

### **City of Ocala (FL)**

Henry has served the City of Ocala since 1992 providing utility rate, financial planning, and management consulting services to the water and wastewater systems. Henry has directed comprehensive water and wastewater cost-of-service/rate studies and annual revenue sufficiency updates for the City. He has also been involved in the development of system development charges, water conservation rates and strategies related to providing incentives for growth and economic development.

### **City of Tampa (FL)**

Henry has served the City of Tampa since 2005. He has directed comprehensive, water, wastewater and solid waste rate studies, and annual revenue sufficiency updates, developed capital charges related to new development, participated in City's water and wastewater master planning process to evaluate the financial impact of capital projects and prepared bond feasibility studies associated with the issuance of long-term debt.

### **City of Titusville (FL)**

Henry has served the City of Titusville, Florida since 2000. He has directed comprehensive water and wastewater rate studies and annual revenue sufficiency updates. In addition, he has been involved in providing capital funding plans for State Revolving Loans from the State of Florida, Department of Environmental Protection (FDEP) and assisted in negotiations related to the formation of a joint public/private entity to provide future water supplies for the City.

## **PROJECT LIST**

- Apopka (FL)
- Auburn, AL
- Bartow (FL)
- Cape Coral (FL)
- Casselberry (FL)
- Citrus County Utilities (FL)
- Clermont (FL)
- Cocoa Beach (FL)
- Crystal River (FL)
- Dade City (FL)
- Dania Beach (FL)
- Destin Water Users (FL)
- Dundee (FL)
- Edgewater (FL)

- Enterprise, CDD (FL)
- Fort Pierce Utilities Authority (FL)
- Fort Walton Beach (FL)
- Gasparilla Island Water Association (FL)
- Greater Pine Island Water Association (FL)
- Groveland (FL)
- Haines City (FL)
- Hallandale Beach (FL)
- Helena (MT)
- Immokalee Water and Sewer District (FL)
- Inverness (FL)
- Jacksonville Electric Authority (JEA) (FL)
- Lakeland (FL)
- Largo (FL)
- Lee County Electric Cooperative (FL)
- Leesburg (FL)
- Maitland (FL)
- Melbourne (FL)
- Midway Water System (FL)
- Miramar (FL)
- Mount Dora (FL)
- Newberry (SC)
- New Smyrna Beach Utilities Commission (FL)
- North Port (FL)
- Oakland Park (FL)
- Ocoee (FL)
- Okeechobee Utility Authority (FL)
- Oldsmar (FL)
- Orange City (FL)
- Orlando Utilities Commission (FL)
- Oviedo (FL)
- Palatka (FL)
- Palm Bay (FL)
- Palm Coast (FL)
- Panama City (FL)
- Panama City Beach (FL)
- Pembroke Pines (FL)
- Plant City (FL)
- Polk County Utilities (FL)
- Port Orange (FL)
- Regional Utilities of Walton County (FL)
- Sanford (FL)
- South Walton County Utilities (FL)
- Stuart (FL)
- Sunrise (FL)
- Town of Bedford (NH)
- Town of Davie (FL)
- Town of Goffstown (NH)
- Umatilla (FL)
- Vero Beach (FL)
- Virgin Islands Water and Power Authority (Virgin Islands)
- Volusia County Utilities (FL)
- Wabash Valley Power Association (IN)
- Warner Robins (GA)
- West Melbourne (FL)
- Winter Springs (FL)

## LITIGATION EXPERIENCE

Henry has directed regulatory rate cases for the Virgin Islands Water and Power Authority and Charlotte County, Florida and has testified before the Florida Public Service Commission, the Indiana Public Service Commission, the Virgin Islands Public Services Commission, and District Courts in Florida and Michigan.

## PUBLICATIONS

- "Utility Impact Fees: Practices and Challenges" AWWA, 2013
- "Water and Wastewater Impact Fees," South Carolina Section of the AWWA, Management Forum, 2001
- "Innovative Water Rates," North Florida Section of the AWWA, 2011

## PRESENTATIONS

- "Electric Utility Rates in a Competitive Environment," National Rural Electric Cooperative Association (NRECA) Managers Conference, 1995
- "Innovative Electric Rates," NRECA Marketing, Member Services and Communication Conference, 1995
- "Electric Utility Rate Making," NRECA National Directors Conference, 1996
- "Water Rates and Conservation Practices," Florida Water Resources Association Conference, 2007
- "Communicating Water Utility Rate Needs," Florida Rural Water Association's Annual Technical and Training Conference, 2010

## PROFESSIONAL HONORS

- AWWA Management and Leadership Division's 2013 Best Paper Award

# Shawn Ocasio

## STORMWATER / GENERAL GOVERNMENT

Manager



### ROLE

Shawn will provide support for the stormwater and general government components of the project.

### PROFILE

Shawn has 11 years of rate and financial consulting experience and has participated on a variety of projects for water, wastewater, reclaimed water, stormwater, and solid waste management utility enterprise systems throughout Florida, Georgia, Alabama, and Virginia. Another area of focus for Shawn is in the development of general government impact fees for municipal services. He has developed law enforcement, fire rescue, recreational, administrative, and library service impact fees for clients requiring an update and review of existing fees or designing fees for first time implementation.

### KEY PROJECT EXPERIENCE

#### City of Sanford (FL)

Shawn has performed a range of services for the City of Sanford (City) since 2011. He assisted in the development of several detailed rate and revenue sufficiency studies for the City's water and wastewater and stormwater enterprise funds. Responsibilities included the development of a detailed billing frequency analysis to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plans, evaluation of fiscal performance and compliance with the authorizing bond resolution (senior-lien bonds) and loan agreements (subordinate lien low-interest loans from the State Revolving Fund loan program) and the development of rate adjustment recommendations to recover the identified cost-of-service. The revenue sufficiency study updates have been prepared annually by Shawn to assist the City in evaluating the utility financial performance and fiscal position as it relates to their overall rate plan and financial strategies. Shawn also assisted in City with the preparation of capital financing plans in support of State Revolving Fund (SRF) Loans. Shawn has also developed a long-term (20-year) financial forecast of revenues, expenses, and capital funding requirements for the stormwater system to aid the City in developing a rate plan that balanced short-term needs with long-term sustainability.

#### City of Edgewater (FL)

Shawn has provided financial consulting services to the City of Edgewater (City) since 2015. These services include the performance of annual in-depth revenue sufficiency studies for the City's water, wastewater, stormwater, and solid waste utility enterprise systems. These projects involved the

#### Specialties

- Computer financial model development
- Revenue sufficiency analyses
- Cost-of-service & rate studies
- Connection/development fees

#### Professional History

- Raftelis: Manager (2021-present); Senior Consultant (2019-2020); Rate Consultant, PRMG (2009-2019)

#### Education

- Bachelor of Science in Business Administration in Accounting & Finance - University of Central Florida (2008)

#### Professional Memberships

- AWWA
- Florida Government Finance Officers Association

development of detailed multi-year financial forecast models for each individual utility system. The models were used in projecting customer account growth and sales, rate and other miscellaneous revenues, operating expenses, operating and other internal transfers, existing debt payments, and capital funding needs. During each study, a funding strategy was then developed with the City staff in order to optimize the utilization of existing resources while also employing additional borrowing to mitigate customer rate impacts. Shawn has also assisted the City in evaluating the financial impacts of various solid waste system operating efficiency alternatives. The City provided several operating alternatives that were prepared by a solid waste operations expert, and Shawn evaluated the projected savings under each scenario. Public presentations to the City Commission were also made to present the results of each annual update and obtain feedback and guidance from City leadership. The recommendations of each study have been approved by the City Commission annually.

### **City of St. Augustine (FL)**

Shawn provided consulting and analytical support in the performance of an in-depth revenue sufficiency review and rate study for the City of St. Augustine's (City) water and wastewater utility system. The study included the development of a detailed 10-year financial forecast model to evaluate the sufficiency of revenues to fully fund the utility's operating, capital and other expenditure needs. This task required an in-depth review of the City's customer billing records to develop a detailed customer sales projection, billing frequency analysis and revenue model as well as a review of historical and budgeted system operating expenditures as the basis for projecting expenditures. Shawn assisted in the development of revised rate structures based on industry allocation methods to i) recognize increased fixed cost recovery through the restructuring of the base facility charge; ii) removal of the minimum flow allowances to promote a more accurate pricing of water used and billed wastewater flow; iii) initiated a reduction to the outside city surcharge to provide more commonality among all customers; and iv) to promote equity among customer classes. The evaluation also included a detailed customer impact evaluation (based on the billing frequency analysis) for presentation to the City Commission. Additionally, the study also included the development of utility impact fee analysis for the Utility.

### **City of Winter Garden (FL)**

Shawn has assisted in an analysis of the City of Winter Garden's (City) police, fire protection, and recreational municipal impact fees. During this project, he performed an analysis of population projections, dwelling unit relationships, and developed corresponding growth projections. He also assisted in discussions with the City regarding the determination of level of service (LOS) standards and the capital requirements needed to serve new development. Shawn then assisted in the design of the impact fees for the residential and non-residential customer classes.

### **City of Ocoee (FL)**

Shawn has performed a variety of consulting services for the City of Ocoee (City). He assisted in the development of detailed rate and revenue sufficiency studies for the City's water and wastewater utility enterprise funds. He has also assisted the City in the financial due diligence and financial feasibility report supporting the issuance of \$21.8 million in utility revenue bonds for funding improvements to the water and wastewater utility system. Responsibilities included the development of a detailed billing frequency

analysis to identify customer use attributes by class, detailed revenue projections, development of a 6-year revenue requirements analysis and capital funding plan, and the development of rate adjustment recommendations. He also assisted in the development of a reclaimed water rate design analysis to help the City with scenario planning for funding its expanding reclaimed water system.

### **City of Oakland Park (FL)**

Shawn performed an impact fee feasibility analysis for the City of Oakland Park's (City) stormwater, solid waste, police, fire/EMS, library, general government and parks and recreation services. This feasibility analysis included a review of capital cost information, level of service criteria, typical/hypothetical fee levels, industry standards and norms and typical application methods for stormwater, solid waste, police, fire/EMS, library, general government and parks and recreation impact fees. This analysis then included a review of the type and extent of the City's anticipated development to develop an estimate of potential revenues to assess the potential benefit to the City of implementing the various impact fees. Based on the results of the feasibility analysis, Shawn then completed a parks and recreation impact fee study for the City.

### **City of Miramar (FL)**

Shawn performed a municipal impact fee study for the City of Miramar (City) that included fees associated with police, fire protection, and recreational services. This study included an analysis of growth and population projections, dwelling units, call data, and Level of Service (LOS) standards, and existing and planned capital facilities. For police and fire protection services the impact fees were designed for residential and non-residential classes of customers. The fees designed in the recreation services analysis were for residential customers only and included the development of a recreation impact fee for facilities and a separate community parks land dedication fee for land for properties not covered by a land donation agreement. Shawn has also assisted in the performance of stormwater revenue sufficiency studies for the City. These studies included developing projections of operating expenses, revenues, capital funding and then evaluation the overall revenue sufficiency of the system and developing rate recommendations for implementation.

### **City of Oviedo (FL)**

Shawn assisted in the performance of a comprehensive rate study for the City of Oviedo's (City) water, wastewater, and reclaimed utility system. This project required the development of a five-year financial forecast model and revenue sufficiency analysis to evaluate the revenue sufficiency of the water and wastewater utility system. A capital funding strategy was also developed with city staff to optimize the utilization of existing cash resources while also employing additional borrowing to mitigate customer rate impacts. The analysis included the design of a multi-year rate plan to phase-in, over several years, the City's two wastewater rates into a single unified rate structure. Additionally, Shawn assisted in performing a utility impact fee analysis for the City which included a review of the systems fixed assets, capital improvement plans, levels of service and the development of proposed fees.

## **PROJECT LIST**

- Alexandria Renew Enterprises (VA)



- City of Apopka (FL)
- City of Canton (GA)
- City of Cape Coral (FL)
- City of Casselberry (FL)
- Charlotte County (FL)
- City of Clermont (FL)
- City of Dade City (FL)
- City of Deerfield Beach (FL)
- Destin Water Users (FL)
- City of Groveland (FL)
- City of Hallandale Beach (FL)
- Immokalee Water and Sewer District (FL)
- Manatee County (FL)
- City of Marathon (FL)
- Midway Water System, Inc. (FL)
- City of Mount Dora (FL)
- City of Ocala (FL)
- Okeechobee Utility Authority (FL)
- City of Panama City Beach (FL)
- City of Port Orange (FL)
- City of St. Cloud (FL)
- City of St. Pete Beach (FL)
- Sarasota County (FL)
- City of Stuart (FL)
- City of Treasure Island (FL)
- City of Umatilla (FL)
- City of Valdosta (GA)
- City of Warner Robins (GA)
- City of Winter Garden (FL)

# Seth Garrison

## BENCHMARKING AND ORGANIZATION

Senior Manager



### ROLE

Seth will be available as needed to provide support for the benchmarking and organization components of this project.

### PROFILE

Seth has over 25 years of experience leading, providing consulting to, and regulating utilities and public agencies of all sizes, both public and private, domestically and internationally. He combines over 15 years of hands-on experience as the former General Manager/Executive Director of a regional utility and as an elected board member of two water and wastewater utilities, with an additional overlapping 15 years of consulting experience advising several of the largest and best-known utilities in the U.S., the U.S. Agency for International Development (USAID), and several foreign governments on management, organizational development, operations and maintenance practices, and strategy. Seth has extensive knowledge of performance management techniques, advanced operations and maintenance practices, and change management frameworks.

Seth has a history of seeking challenging assignments where he can apply his extensive public sector experience and multi-disciplinary education in management, economics, and engineering to complex problems. He began his career as a regulator, leading implementation of the complex and enormously expensive Surface Water Treatment Rule as part of the Safe Drinking Water Act amendment of 1986. He became the General Manager/Executive Director of a failing utility that was teetering on the edge of financial insolvency at the age of 24. He turned the utility into an award-winning organization. Seth has worked internationally, helping the governments of Afghanistan, Jordan, Guam, and Mozambique implement management practices and environmental policy at the national level, while simultaneously assisting various development

### Specialties

- Utility and asset management
- Performance management (measurement, benchmarking, dashboarding, etc.)
- Operational efficiency and effectiveness
- Organizational and operations assessments
- Capital planning and budgeting
- Organizational capacity building
- Utility governance and policy

### Professional History

- Raftelis: Senior Manager (2016-present)
  - Portland Water District: Board of Trustees - Administration & Finance Committee Chair (2014-present)
  - Scarborough Sanitary District: Board of Trustees Member (2013-2016)
- Woodard & Curran, Inc.: Vice President/Utility Management Practice Leader (2012-2016)
- CDM Smith, Inc.: Senior Management Consultant (2004-2012)
- Bath Water District: General Manager / Superintendent (1995-2004)
- State of Maine: Drinking Water Program: Surface Water Treatment Coordinator (1993-1995)

### Education

- Master of Public Policy & Management - University of Maine (2010)
  - Masters Certificate in Performance Management - University of Maine (2009)
  - Masters Certificate in Non-Profit (Public Sector) Management - University of Maine (2008)
- Bachelor of Science in Engineering (Minor Economics) - Rensselaer Polytechnic Institute (1993)

### Certifications

- Certified Lean Six Sigma Master Black Belt
- BAM-I (CTAM) Certification in Infrastructure Asset Management (Indiana University)
- Class IV Water System Operator (lapsed)
- Conflict Resolution Program - Harvard Business School

### Professional Memberships

- AWWA: past Chair of Strategic Management Practices Committee & Member of the Benchmarking Committee
- WEF: Utility Management Committee
- New England Water Environment Association: Utility Management Committee
- New England Water Works Association
- Maine Water Utilities Association: Past Board of Directors Member

agencies with the implementation of more than \$500 million in infrastructure and programmatic spending. In addition, he has assisted well-known utilities in the U.S. like Pittsburgh Water and Sewer Authority, Metro Water Services (Nashville), Boston Water and Sewer Commission, New York City DEP, Denver Water, Philadelphia Water, North Texas Municipal Water District, and PRASA (Puerto Rico) solve complex management and infrastructure strategic challenges.

Seth is the recent past Chair of the AWWA's Strategic Management Practices Committee, is responsible for writing the *M5 Utility Management Manual* – the industry guide for utility management practices. He participates bi-annually on producing AWWA's *Benchmarking Performance Indicators for Water and Wastewater* as a member of the Benchmarking Advisory Committee.

## KEY PROJECT EXPERIENCE

### **Anchorage Water and Wastewater Utility (AK)**

Seth has worked on several projects over the years with Anchorage Water and Wastewater Utility (AWWU). These efforts have included a comprehensive organizational study as well as asset management projects. The organizational and operations assessment included a detailed look at how the utility operates, considering staffing, work processes and potential partial consolidation with other municipal department such as solid waste. This work included interviews with senior staff, as well as managers and supervisors through the organization. Benchmarking and business process work was done to highlight areas for improvement. The project produced a revised organizational design and decision-making process to help meet desired levels of service affordably.

In partnership with CDM Smith, he performed a comprehensive assessment of all the assets at two major AWWU facilities, the Ships Creek Water Treatment Facility and Asplund Wastewater Treatment Facility, to determine asset renewal priorities and implementation strategies for advanced risk-based Asset Management practices. These elements were incorporated into an overall facilities master plan. The project identified maintenance strategies, data collection methods, new approaches, and capital prioritization techniques to ensure sustainability at the lowest lifecycle cost. Implementing risk-based Asset Management practices was especially important for AWWU given the additional challenges of a harsh climate, the relative remoteness of the facilities, and the seismic hazards in the region.

### **Pittsburgh Water and Sewer Authority (PA)**

Threatened with privatization and challenged by Lead and Copper Rule exceedances and high-profile infrastructure failures, Pittsburgh Water and Sewer Authority (PWSA) was labeled a “failing utility” by many. Thanks to strong leadership and the help of Seth and the team from Raftelis, things have turned around. Raftelis provided assistance with both the financial and the organizational aspects of PWSA. Raftelis was instrumental in helping PWSA enact a series of rate adjustments totaling 51% over 3 years to provide the necessary revenue to hire additional staff and begin fixing a decades-long backlog of infrastructure needs. Seth, who worked side-by-side with PWSA leadership, helped address major organizational challenges. Seth and the Raftelis team provided an aggressive Compliance and Organizational Plan that convinced business leaders and community officials that PWSA had a framework for success. They then helped PWSA implement elements of the plan including creation of a

new PWSA Performance Improvement office, aligned PWSA practice with Pennsylvania Public Utility Commission requirements, and fixed a series of onerous legacy rules about hiring, resource sharing and metering that limited performance. PWSA is now on a path to success and is rapidly gaining the confidence of its customers.

### **City of Corona – Department of Water and Power (CA)**

The City of Corona (Corona) is a community of 172,000 that lies on the northeastern edge of the Santa Ana Mountains about 70 miles southeast of Los Angeles. Wedged between affluent areas of Orange County and more rural areas to the west, the city and its Department of Water and Power (DWP) must find the right equilibrium between the levels of service provided and affordability. Traditionally, there has been an uneasy balance between customers wanting leaner service offerings at a lower cost and a similar-sized group of customers wanting more services at a moderate additional cost. A recent rate increase after a seven-year pause was the catalyst to reignite the debate over service levels and costs. In response, the DWP hired Seth (Project Director) and Raftelis to perform a comprehensive independent audit of the services and the associated value customers receive.

The audit reviewed all the major aspects of how the DWP operates from its organization and management through its business processes, relationships with other departments, and operations. Using Raftelis' tested Engage-Assess-Compare-Enhance methodology, the DWP learned how it compares with similar entities using a series of benchmarks, as well as national utility data. Raftelis looked beyond the numbers at business processes and practices to see how DWP aligns with industry best practices. Raftelis layered its analysis with Lean techniques to review the efficiency and effectiveness of practices, and an assessment of technologies such as the city's ERP, departmental Computerized Maintenance Management System (CMMS), and other major platforms. The results of the audit showed the DWP how much value it provides compared to other utilities and where it can provide more value.

Because the DWP provides water, water reclamation, reclaimed water (wastewater), and electricity services, under the larger city government umbrella, there are multiple opportunities for additional resources sharing and efficiency gains. Raftelis identified changes in procurement practices, for example, to better utilize the already lean number of staff in the department. Changes associated with leasing payments between the enterprise funds of the DWP utilities and the city's general fund are also being explored, in addition to a variety of specific workflow changes and the addition of business analysis and project management resources to support DWP strategic efforts.

### **College Station (TX)**

The City of College Station - Water Services Department (Department) provides water and wastewater services to the growing City, home to Texas A&M University. The Department provides approximately 79,000 retail accounts with an average of 11.4 million gallons per day (MGD) of safe and affordable drinking water and treats an average of 7.7 MGD of wastewater. The Department relies on treated drinking water from groundwater wells and treats its wastewater at two treatment plants. It operates and maintains extensive drinking water distribution facilities and pipelines, as well as wastewater conveyance systems that includes pump stations, gravity pipelines, and forcemains. The Department requested that

Seth and Raftelis conduct a benchmarking study to compare its operating characteristics to other similar utilities in eastern Texas and to national survey data in conjunction with a rate study.

Raftelis used data from the AWWA Utility Benchmarking (2019): Performance Management for Water and Wastewater, and peer data from several utility organizations similar to College Station. College Station's benchmarking metrics appeared favorable in most categories suggesting that College Station has achieved greater efficiencies in many areas than most peers and a national sample of utilities. Two metrics warranted further discussion: the capital renewal rate and the wastewater pipe inspection rate.

### **City of Pearland (TX)**

Over the last five-plus years, utility meter-to-cash activities at the City of Pearland have been in a state of perpetual transition. In conjunction with adding several new staff to deal with rapid account growth, all meter-to-cash managers and supervisors are new hires or started their current position within the last eight months. The City also realigned oversight of finance-related functions and staff to report directly to the City Manager. Additionally, the City implemented a new billing system (New World™) and is in the midst of replacing all customer water meters with solid-state meters as part of a multi-year conversion to Advanced Meter Infrastructure (AMI). Each of these changes is individually significant, and the relatively rapid pace of change has led to well-publicized challenges. Perhaps the most significant of these challenges includes a 2018 decision to adopt a meter reading schedule that differed from the billing schedule, producing a growing backlog of unbilled consumption. The ongoing ramifications of this decision caused the public to voice concerns and express confusion about the City's billing practices.

In early 2020, the City Council hired a firm, Olson & Olson, LLP, to conduct a third-party investigation to identify why changes to billing and reading dates were made, leading to the growing backlog of unbilled consumption. The City later authorized the implementation of the "32/30 Plan" to resynchronize meter reads and bills. An outside consultant, who shortly afterward accepted the position of Water Billing and Collections Manager, was hired to help implement the 32/30 Plan and manage the utility billing operations after the departure of the previous two managers within a series of weeks. Several months later, the City hired Seth (Project Manager) and Raftelis to perform an independent Utility Billing Process and System Review to evaluate meter-to-cash processes and operations.

The City has taken several good-faith steps to create effective, accurate, and streamlined meter-to-cash functions. The common thread is that significant culture change was needed across the meter-to-cash operations to manage the complexity of processes and provide customers a high level of service. Raftelis assisted by engaging in a detailed review of meter-to-cash processes. It found no systemic billing errors based on an analysis of consumption and billing data; however, several processes were ripe for improvement. While Customer Service Representatives (CSRs) generally apply the same approaches, the small differences between how they handle inaccurate meter inquiries, for example, erodes trust for some customers. Adjustments to the current division of labor and responsibilities among meter-to-cash staff was warranted to maximize the use of positions and improve customer service. Raftelis recommended a new approach in the meter services area where technicians are proactively initiating work orders to repair metering issues that they are alerted to in the new AMI meter management dashboard(s).

### **Frederick Winchester Service Authority (VA)**

The Frederick-Winchester Service Authority (FWSA or Authority) engaged Seth and Raftelis to conduct a rate study and an organizational structure analysis. The organizational structure analysis focused on governance, including equitable representation of the member entities, as well as identifying opportunities for performance improvement and organizational enhancement. The composition of the FWSA Board of Directors has changed several times since the Authority was created in 1974. It has gone from five original members with equal representation from the City of Winchester (City) and Frederick County (County) to the current nine members (adopted with the 1995 amendments), consisting of five members appointed by the City, three members appointed by the County, and one jointly appointed member. A survey of similar entities in Virginia and Raftelis' experience dealing with other regional utilities across the U.S., reveals that seats on regional utility boards are typically divided equally among member jurisdictions or divided based on capacity, flow, or service population. FWSA deviates from this model since there is no formal rationale for allocating board seats.

Some stakeholders believe that the allocation of board seats creates a bias toward the City. It has also fostered some level of distrust among the parties. For example, some suspect that staff resources assigned to and paid for by FWSA have been used to partially provide other City services. Raftelis found that this does not occur. In addition to a more prescriptive formula for allocating board seats that is memorialized in the organization's charter, Raftelis recommended that operator implement a Computerized Maintenance Management System (CMMS) to track maintenance costs at the asset and process level, so that the costs of BOD removal and processing high-strength waste are known more accurately. Raftelis also recommended better flow monitoring on the joint interceptor line and a formal operations agreement delegating responsibility to the City, County, or FWSA.

### **City of El Dorado (AR)**

El Dorado Water Utilities (EWU) provides water and wastewater services to approximately 10,400 accounts. The drinking-water produced is high-quality and the wastewater consistently meets regulatory standards. However, a good portion of the system's infrastructure is at or nearing the end of its useful life and needs significant investment. EWU has already experienced an extremely high number of water line failures, more than 50 per month, because of these aging assets which require a significant amount of ongoing staff time and resources to correct. EWU engaged Seth and Raftelis to perform a rate study and conduct an operations assessment of the utility. The operations assessment focused on organizational structures, operations and maintenance (O&M) practices, and staffing to determine where there are areas for efficiency improvement, cost savings, and organizational enhancement.

Raftelis found that EWU does not have a long-term Capital Improvement Plan (CIP) and is not following industry best practices for Preventative Maintenance (PM). The two wastewater plants are nearing the end of their useful life and while they are meeting Arkansas Department of Environmental Quality (ADEQ) water quality requirements, they are experiencing failures which could jeopardize future regulatory compliance. The Advanced Meter Infrastructure (AMI) technology is not being fully used, and other efficiencies in the customer billing process should be made, including adjustments to the billing cycles. Raftelis recommended improving water main repair techniques, improving the use of SCADA, and better



utilizing meter reading technologies and data, which could help lessen the rate shock associated with the capital expenditures needed if leveraged appropriately. Creating a full-time engineering and planning group with 2-3 people is also important to properly plan and support the capital projects on the horizon for EWU.

### **Southern California Edison – Catalina Operations (CA)**

Since 1962, Southern California Edison (SCE) has owned and operated the water system on Santa Catalina Island, which serves approximately 2,000 accounts associated with over 4,000 full-time residents and over one million annual visitors. Catalina is situated roughly twenty-nine miles southwest of the port of Long Beach and. The only incorporated city on the island, the City of Avalon, accounts for roughly 4% of Catalina’s land area, 91% of its population, and over 80% of its water use. Approximately 88% of the island is protected by the conservancy, a nonprofit organization whose mission is to preserve the island’s natural resources, provide education and offer recreation. Catalina is completely isolated from mainland water sources and relies upon local groundwater wells which produces approximately 75% of the potable water and using two desalination plants producing the remaining 25% to meet customer water demands. In the event of emergencies or drought, potable water must be shipped to the island via barge.

SCE hired Seth (Project Director) and the team from Raftelis to perform a comprehensive organization and operations assessment of the Catalina operations as part of a multiphase planning effort. The project included a review of major operations practices, encompassing asset management strategies, staffing, organization, and management of the utility. Raftelis found that island staff struggled with many resource and logistics issues associated with the unique conditions on the island. Many assets were in poor condition. Raftelis recommended several changes including enhancing the use of the SAP Computerized Maintenance Management System (CMMS), adopting SCADA, and providing additional equipment and training for operations personnel before considering additional staff. Raftelis also recommended that the Catalina operations have a “champion” to represent their interests to the larger SCE organization; currently there are several SCE groups that have various interests in the operation.

### **Sacramento Region Water Utility Collaboration/Consolidation Study (CA)**

Water resources are becoming harder to obtain and more complex to allocate, regulations are more burdensome, and budgets are increasingly tight in many areas of the U.S., particularly in California. In this environment, there simply are not enough resources to meet every need if utilities adhere to the same old ways of doing business. Innovation and improvement are critical. The Sacramento Region Water Utility Collaboration/Consolidation Study led by Seth and Raftelis is providing an opportunity for collaboration to help address many of these issues. Seven participating water agencies in the Sacramento Region are seeking to build successful collaborative efforts to benefit all agencies and their customers. The agencies include Sacramento Suburban Water District, San Juan Water District, Carmichael Water District, Citrus Heights Water District, City of Folsom, Del Paso Manor Water District, and Rio Linda/Elverta Community Water District.

The study identified and nurtured mutually beneficial opportunities that is leading to cost savings for customers, providing economies of scale, beneficial integration of resources, improved services, and more

efficient use of staff, equipment, and capital resources. Sacramento Suburban Water District and San Juan Water District, two of the participating entities, have already identified opportunities to improve collaboration and potentially merge operations into one consolidated district as part of past studies. Seth (Project Manager) and Raftelis are worked closely with the participating agencies to through the following activities:

- Benchmarking and programs comparisons across entities
- Identifying and studying collaboration opportunities
- Building financial models to evaluate different delivery approaches and financial implications, including potential rate impacts
- Reviewing legislation, policies, and standard operating procedures (SOP) facilitate better resource sharing across entities
- Stakeholder engagement and communication

The project has produced a detailed assessment of seven areas where the participating agencies could potentially achieve benefits through additional collaboration. They include paving services, distribution system Preventative Maintenance (PM) activities, Human Resources (HR), on-call/emergency services (after normal business hours), water resources, leak detection and water conservation programs.

### **Montecito Water District (CA)**

The Montecito Water District (District) engaged Seth (Project Director) and Raftelis to perform a market compensation analysis for its full-time positions. Raftelis obtained current and relevant salary structure and selected pay information from published surveys representing peer California utilities, national water-sector utility data, and other employers in the relevant market areas for this analysis. The data is supplemented with additional information to reflect general economic trends related to compensation levels. The objectives of the analysis were to provide the District with information and recommendations to assist in ensuring the District's ability to attract and retain qualified staff and to ensure staff are compensated fairly, in a manner commensurate with their job duties and responsibilities.

Based on industry, national, regional, and peer utility comparisons, Raftelis noted that the cost of living in Santa Barbara County is roughly equal to median levels across California, but the cost of living in Montecito, mainly driven by housing prices, is significantly higher than those in most other areas of Santa Barbara County and California. District salaries appear to be broadly in line with surveyed peers and the 2019 American Water Works Association (AWWA) salary survey, based on the cost of living in Santa Barbara County, which includes both higher and lower cost areas. A couple of positions appear undercompensated as compared to similar positions at other utilities, though there are very limited peer comparisons. Raftelis recommended that the District review its job descriptions and/or compensation for certain positions.

### **Montgomery County Environmental Services (OH)**

Montgomery County Environmental Services (MCES) provides water, wastewater (sewer), and waste disposal services to more than 82,721 accounts and has a staff of 208 full-time employees. While quality and reliability of service will always remain the top priorities of MCES, a sound utility needs an effective meter-to-cash operation to ensure it reliably measures water consumption, generates accurate bills, and

consistently collects revenues from customers. MCES hired Seth (Project Advisor) and Raftelis to review its meter-to-cash operations.

The 36-person Customer Service Department (CSD) manages the meter-to-cash functions for MCES. CSD activities include meter reading; generating and providing water and sewer bills on a quarterly basis; payment processing; and responding to customer service requests. Raftelis reviewed that activities of the department in depth and found that there were several processes that could benefit from streamlining or additional QA/QC. A series of detailed recommendations provided specifics on how MCES and their CSD could improve practices.

### **Fairfax Water (VA)**

Fairfax Water is Virginia's largest water utility and one of the 25 largest water utilities in the country, serving one out of every five Virginians who obtain their water from public utilities. Chartered in 1957 by the Virginia State Corporation Commission as a public, non-profit water utility, Fairfax Water is governed by a 10-member Board of Directors and supported by a staff of more than 400 water professionals. Exceptional service to customers requires careful and organized planning to anticipate the challenges ahead. In order to achieve these objectives, Fairfax Water engaged Raftelis in early 2020 to facilitate a strategic planning update and conduct an organizational structure review to aid in building a strong foundation for future employees and customers. The strategic plan, built on stakeholder input and considerable employee involvement, leverages the success and the structure developed in Fairfax Water's 2020 Strategic Plan. The 2025 update has five goal areas, including Quality Services, Workforce Planning and Development, Infrastructure Integrity, Financial Resilience, and Technology and Innovation, and is supported by an annual implementation planning process. The organizational structure review process included interviews with the Fairfax Water leadership team to determine the strengths and opportunities of the current organizational structure. This context was then used to identify and research the organizational structures and operational practices of several large water providers, both regionally and nationally, and to develop recommendations to improve Fairfax Water's organizational structure and performance.

### **City of Cedar Park (TX)**

The City of Cedar Park engaged Raftelis to conduct a business process review of the Utility Billing Department's (Department) operational business processes and practices, which provides customer service and billing functions for approximately 22,000 accounts. Notwithstanding the Department's strong historical performance, Raftelis identified several opportunities for improvement in the areas of staffing structure, meter data and meter diagnostics utilization, billing data and exceptions management in Incode, billing cycles alignment and practices and policies coordination. The changes are allowing the Department to operate with significantly less staff and with much high performance in terms of billing accuracy than industry norms.

## Melissa Elliott APR

### **PUBLIC OUTREACH AND AFFORDABILITY** Vice President of Communications and Marketing

#### **ROLE**

Melissa will be available as needed to provide support for the public outreach and affordability components of this project.

#### **PROFILE**

Melissa's 25+ year public relations career is focused on helping water and wastewater utilities and municipalities tell their stories. She oversees strategic communication planning, stakeholder engagement and risk communication strategies for Raftelis. She also provides strategic counsel and facilitates public involvement efforts and public meetings. Melissa has extensive experience working with elected officials, stakeholders and the public on issues as diverse as drought, water quality, potable reuse, affordability, rate structure change, impactful construction projects, rate increases, customer assistance programs and demand management. Highly active in the water industry, Melissa is the Immediate Past President of the American Water Works Association, is a former chair of AWWA's Public Affairs Council, and a regular volunteer for The Water Research Foundation. She has an M.S. in technical communication and a B.A. in journalism and is Accredited in Public Relations (APR) from the Public Relations Society of America. Prior to joining Raftelis, Melissa directed the public affairs efforts at Denver Water, which included creating public engagement strategies for massive infrastructure projects, developing a nationally recognized lead service line replacement program, and leading conservation outreach efforts through the innovative "Use Only What You Need" campaign.

#### **KEY PROJECT EXPERIENCE**

##### **American Water Works Association**

American Water Works Association (AWWA) looked to Raftelis to develop a comprehensive risk communication guide for utilities:

*Trending in an Instant*. Melissa served as principal investigator and key author for this guidance document, which helps utilities enhance their ability to communicate effectively when they find themselves unexpectedly in the traditional and social media spotlight. The guide provides research into the psychology and behavior behind consumer response to media-driven community fears and, more importantly, deliver targeted tools and action steps to help utilities respond effectively before,



#### **Specialties**

- Strategic communication planning
- Stakeholder engagement
- Public involvement
- Community outreach
- Crisis & risk communication
- Reputation management
- Coalition building & campaigns

#### **Professional History**

- Raftelis: Vice President of Communications and Marketing (2021-present); Director of Strategic Communication Services (2018-2020)
- Denver Water: Director of Public Affairs (2012-2018); Manager of Water Conservation (2008-2012)
- Aurora Water: Manager of Public Relations (2000-2008)

#### **Education**

- Graduate, Water & Wastewater Leadership Center - University of North Carolina, Kenan-Flagler Business School (2016)
- Master of Science in Technical Communication (Public Relations) - Colorado State University (2005)
- Bachelor of Arts in Technical Journalism (Public Relations) - Colorado State University (1991)

#### **Professional Memberships**

- AWWA: Immediate Past President; Former Public Affairs Council Chair; Former Strategic Planning Committee Chair
- AWWA/WEF Transformative Issues Symposium on Affordability: Former Chair
- WEF
- NACWA
- Public Relations Society of America: Accredited in Public Relations (APR)

during, and after a high-profile communications issue in their service area. The guide describes proven risk communication techniques, such as how to return to productive conversation when people are communicating in a perceived high-risk environment and offers social media strategies to employ during crisis, such as how to prepare, how to react, and what to do after the crisis ends.

### **Aurora Water (CO)**

The City of Aurora's (City) Prairie Waters system includes 34 miles of 60-inch diameter pipeline, three pump stations, a natural purification area and the Binney Purification Facility. Designed to protect the City against drought the system uses a sustainable water source by recapturing river water. The project met the definition of an indirect potable reuse project; however the project was branded as a drinking water project. Melissa led the communication program for this project with the assistance of an outside contractor, which included branding the project name and water purification facility in a way that would build support from the public without concern for this new water source.

### **Birmingham Water Works Board (AL)**

Birmingham Water Works Board's (BWVB) is redesigning its website and has asked Melissa to help provide strategy and guidance on the look, feel and content of the new site, which is being developed with in-house resources. In addition, during BWVB's cost-of-service study the utility made recommendations for changes needed to recover costs to serve customers in proportion to their use of the water system. Melissa worked hand-in-hand with BWVB staff and rate consultants to implement a communications strategy that built public trust in the cost-of-service study decision-making process through a variety of community outreach tactics.

### **City of Craig (CO)**

A small community in Northwestern Colorado, the City of Craig (City) has experienced an economic downturn and struggled in the past to get support for much needed tax increases. Facing the need to determine how best to fund significant upcoming water and wastewater capital needs, the City sought community outreach and communications assistance. Melissa developed a strategic communications plan that included several community outreach tactics that the City used successfully.

### **Daphne Utilities (AL)**

Raftelis is currently under contract with Daphne Utilities to provide strategic communications services, crisis communications, media training, and to help them build capacity for enhanced communication and community engagement. The primary focus of Melissa's work with Daphne Utilities is on clean water, and that utility's challenges with enhancing their reputation following a major sewage spill that contaminated the Mobile Bay. The utility has made great strides in their operations and Raftelis has assisted with strategic counsel and the development of a strategic communications plan that aims to inform the community of the commitment the utility has to protecting and enhancing the water quality in the bay.

## **Denver Water (CO)**

Denver Water exceeded the action level for lead in 2012, setting off the state's largest ever public health risk notification. Within just two months of that exceedance Melissa led the effort to notify every resident, pediatrician, obstetrician, school, child care facility and special population in the treated water service area-six counties in size. That risk communication plan then evolved into a much larger effort to address the looming public health and reputational threat that was posed when the utility became aware that nearly one in three homes in Denver had a lead service line. Melissa's work on this effort involved a risk communication plan and strategic communication. The result of these efforts was the fortification of Denver Water's position as a national leader during the lead in drinking water controversy, maintaining customer trust and satisfaction with drinking water quality even during the Flint water quality crisis.

Expanding Gross Reservoir will help Denver Water protect its customers from negative impacts of a future drought and shortfalls in Denver Water's overall water storage system. This project will increase Gross Reservoir's capacity to 119,000 total acre feet by adding an additional 77,000-acre feet. With this project, Denver Water will provide more water to customers while improving the environment surrounding the planned expansion. The project is in Boulder County, Colorado and residents living near the reservoir will not benefit from its expansion. Melissa's work on this project included overseeing a strategic communication and public engagement program with assistance from an outside consultant and staff. The program rebranded the Gross Reservoir Expansion Project (formally called the Moffat Collection System Project) and focused efforts on the community living near the reservoir who will be directly impacted by construction. That effort has been followed by a more active outreach program with Denver Water customers who will need to know the value of this project as they see increases on their water bills.

## **City of Eagan Public Works Utilities Department (MN)**

The City of Eagan Public Works Utilities Department was preparing for their future by developing a strategic plan. Melissa prepared and facilitated two workshops with all public works utilities employees, including a strengths, opportunities, aspirations and results (SOAR) analysis and development of the organization's values statement. The work done in the workshops served as the foundation for the utility's strategic plan.

## **Fort Collins-Loveland Water District (CO)**

Fort Collins-Loveland Water District's (FCLWD) rate study recommendations demonstrate the need for significant changes to both their water rates and their system development fees. The utility is investing in increasing their water supply and had not previously done public engagement work and needed a way to explain the rate study to customers while seeking customer acceptance of higher rates and developer acceptance of a new way of charging for tap fees. Melissa developed a strategic communications plan for FCLWD, guided staff through the plan implementation and developed several community outreach strategies for the utility including hosting two successful community open houses to provide context for the proposed changes.



### **City of Golden (CO)**

The City of Golden (City) had not done a rate study for more than 20 years. As the city was preparing to dive into its water, wastewater, and drainage fees, it decided to include a citizens advisory committee to help the City recommend changes to its rate structures. Melissa facilitated the committee's work in addition to leading the development and implementation of a strategic communication plan to ensure that the community was brought along on the City's exploration of the future of its rate structures.

### **Green Bay Water Utility/Central Brown County Water Authority (WI)**

In an effort to improve efficiency and reduce costs, Green Bay Water Utility and Central Brown County Water Authority joined together to develop a shared services approach with assistance from Raftelis. Melissa led the strategic communications program for this regional effort, working with communication professionals from both the utility and the authority to ensure that all parties stayed on message, internal communication was prioritized, and that the effort had a brand that could live beyond the initial first year of work. Branded SPLASH (Sustainable Partnership Linking Area Services and H2O) the successful effort is now a role model for other agencies looking to share services or move into a regional structure.

### **City of Lakewood (OH)**

The City of Lakewood (City) is working through a regulatory response and developing an infrastructure plan to address combined sewer overflows. Melissa developed an extensive community engagement program to demonstrate that the City is advocating on behalf of their citizens in terms of an affordable plan to address regulatory concerns. The engagement efforts implemented by Melissa and City staff included facilitated round table discussions, electronic voting at a large public meeting and a community open house to gather public input. The engagement effort touched hundreds of residents on a topic that is typically difficult to get community traction on.

### **Louisville Water Company (KY)**

Louisville Water Company developed a strategic business plan and wanted to ensure that employees were engaged and inspired by the plan. Melissa developed an internal communications plan to roll out the strategic business plan to employees that included a "first six months" timeline and task list to keep the plan at the forefront of employee communication.

### **Mojave Water Agency (CA)**

Located in the arid California high desert, Mojave Water Agency (MWA) is a water provider to tens of thousands of residents through its wholesale water agencies. MWA is faced with the need to invest in future water supply that will meet the demands of the growing community it serves and doing so will require increased revenue. Melissa facilitated several meetings with MWA's Technical Advisory Committee to help MWA determine the best approach to increasing revenue. In addition, Melissa provided a training session for MWA employees on delivering effective presentations.

### **Mount Pleasant Waterworks (SC)**

Mount Pleasant Waterworks is currently contract with Raftelis for strategic communication services. As the project manager, Melissa provided strategic counsel, the development of an annual strategic

communications plan, a communications review and brand assessment, and a communications plan for capital improvements.

### **Municipal Authority of Westmoreland County (PA)**

Municipal Authority of Westmoreland County (MAWC) is the third largest utility in Pennsylvania but has limited staff resources for communications efforts. Recognizing the need to have strategic counsel available, MAWC contracted with Melissa to provide as-needed communications consulting for issues management and strategic planning purposes.

### **New York Section of American Water Works Association (NY)**

The New York Section of AWWA (NYSAWWA) looked to Raftelis for strategic counsel on how to respond to legislative initiatives to regulate PFAS/PFOA in the state. Melissa wrote testimony and letters for technical experts. In addition, Melissa helped NYSAWWA develop a three-part communications training webinar and a successful communications track for their annual conference.

### **City of Newport (OR)**

The City of Newport has two dams that have recently been found to be structurally deficient if the coastal community were to experience an earthquake. The dams are listed as the state engineer's second and third most needed dam replacements in the state. The community is small and the cost to replace this infrastructure is estimated to be \$75 million. Melissa developed a communications strategy for a campaign to build community awareness about the project to support government relations efforts seeking state and federal funding for a significant portion of the project costs.

### **City of Newport Beach (CA)**

The City of Newport Beach (City) successfully approved a five-year rate increase after implementing a robust strategic communication plan developed by Melissa that included the use of infographics, a community presentation, Proposition 218 notice and community outreach strategies.

### **Northern Water (CO)**

As Northern Water begins transitioning into a new, more broad-based outreach phase for their Northern Integrated Supply Project, the agency sought assistance with developing and implementing communications strategies that support several major efforts. Raftelis' work will include development of messaging and informational material; development and implementation of stakeholder feedback surveys and assistance maintaining online public involvement tools; development and facilitation of project open houses and events; social and traditional media planning and execution including the development of media calendars and content, develop and implement strategies to increase earned and paid media, media tracking, assisting with media pitches, news releases and responses to questions, media prep, and scheduling of interviews.

## PUBLICATIONS

- “Trending in an Instant,” Risk Communication Guide for Utilities, Lead Author, AWWA, 2019
- “Consider the Importance of Risk Communication,” Article, Journal AWWA, 2019
- “Public Affairs - Getting to Know Your Stakeholders in Advance of a Rate Change,” Article, Journal AWWA, 2017

## PRESENTATIONS

- “Communications and Infrastructure Investment,” Jersey Water Works Annual Conference, 2019
- “Getting to Yes, Communication Strategies to Gain Support for Rate Increases,” Association of California Water Agencies Spring Conference, 2019
- “Putting People as Our Focus,” Keynote for WaterNow Alliance Annual Summit, 2019
- “Telling Your Story Through Content Marketing,” Half-day Workshop at Utility Management Conference, 2019
- “Putting the Water Industry’s Focus in the Right Place,” Young Professionals Summit, 2019
- “Communication Strategies to Gain Support for Capital Replacement Funding,” Utility Management Conference, 2019
- “The Shape of Water,” Engaging Local Government Leaders Annual Meeting, 2018
- “Building Support for Rate Structure Change,” WaterNow Alliance Annual Summit, 2018
- “How to Ace Your Rate Study,” Special District Association Annual Conference, 2018
- “Building Support for Rate Structure Change,” WaterNow Alliance Workshop, 2017
- “Communicating About Water Quality: Lead Case study #1: Denver Water,” AWWA Annual Conference and Exposition, 2017
- “Providing a Customer Outreach Program Related to Lead Service Line Replacement,” AWWA Annual Conference and Exposition, 2017
- “The Recipe to Success in Implementing a Water Rates Campaign: Case Studies,” AWWA Annual Conference and Exposition, 2017
- “Factoring Affordability into Rate Structure Change,” Webinar for AWWA Infrastructure Finance Series: Innovative Strategies for Customer Affordability, 2017
- “What Lies Beneath: Challenges in Maintaining Water Infrastructure,” Government Finance Officers Association Annual Conference, 2017
- “Flint and Lead: The Water-Public Health Connection,” Webinar for AWWA and American Public Health Association, 2016

# Sam Villegas APR

## PUBLIC OUTREACH AND AFFORDABILITY

Director of Strategic Communication Services



### ROLE

Sam will be available as needed to provide support for the public outreach and affordability components of this project.

### PROFILE

Sam is an award-winning communications and outreach strategist, with more 25 years of experience conducting strategic communication and public outreach for public works, in the areas of water, energy, solid waste and recycling. Sam began her career helping municipalities and corporations increase their recycling rates. From there she worked on a national campaign for EPA to promote energy efficiency investments to small businesses. After that, Sam turned her focus to water and wastewater, helping utilities and public works agencies build support for rate increases and infrastructure investments. Sam played the lead communications role at water and wastewater utility Loudoun Water and was part of the executive team at American Water, where she cultivated enterprise-wide understanding and support for proactive public outreach and she executed successful education campaigns that raised awareness of issues and programs, changed behaviors and attitudes, and built trust in the organization. As an independent consultant (SaVi PR), Sam continued to advise water and wastewater utilities, as well several municipal solid waste and recycling offices with strategic communication and public engagement.

### KEY PROJECT EXPERIENCE

#### American Water (KY)

Sam led external affairs for nine state subsidiaries of the nation's largest investor-owned water and wastewater utility, American Water. Sam provided executive level proactive and strategic PR counsel to her division's leadership and successfully directed the development and execution of nine fully integrated communications strategies across nine states to explain complex water issues, and to elicit widespread understanding and support for rate increases, as well as positive environmental behaviors. Sam ensured all state strategies were aligned with corporate strategies and all were measurably successful using quantitative methods. Under Sam's guidance and direction, her team of six managers (1) averted a

### Specialties

- Stakeholder engagement/public involvement programs
- Strategic communications planning & execution
- Crisis & risk communications planning, messaging & execution
- Community-based social marketing (behavioural change marketing)
- Outreach program assessment & measurement
- Development & oversight of paid (advertising), earned (stories placed), shared (social) & owned media
- Writing & copyediting
- Public speaking

### Professional History

- Raftelis: Director of Strategic Communication Services (2021-present); Senior Consultant (2019-2020)
- SaVi PR, LLC: Owner
- American Water: Vice President
- Loudoun Water: Manager of Communications
- CEC: Public Affairs Specialist
- Lisboa: Senior Account Manager
- Mitchell Petersen: Account Executive

### Education

- Accredited in Public Relations - The Public Relations Society of America
- Master of Science in Environmental Policy - Johns Hopkins University (1998)
- Bachelor of Science in Biology (Environmental Science) - Pennsylvania State University (1992)

### Professional Memberships

- AWWA
- International Association of Public Participation
- NACWA
- Public Relations Society of America: Board Member
- Social Marketing Association of North America
- Water Environment Federation

condemnation attempt in TN; (2) restored public trust following a crisis in VA; (3) obtained a favorable ruling on a rate increase in WV; and (4) garnered widespread public support for a major infrastructure project in KY.

## **American Water Works Association (CO)**

### **Guide to Risk Communication**

American Water Works Association (AWWA) looked to Raftelis to develop a comprehensive risk communication guide for utilities: *Trending in an Instant*. Sam served as copyeditor for this guidance document, which helps utilities enhance their ability to communicate effectively when they find themselves unexpectedly in the traditional and social media spotlight. The guide provides research into the psychology and behavior behind consumer response to media-driven community fears and, more importantly, deliver targeted tools and action steps to help utilities respond effectively before, during, and after a high-profile communications issue in their service area. The guide describes proven risk communication techniques, such as how to return to productive conversation when people are communicating in a perceived high-risk environment and offers social media strategies to employ during crisis, such as how to prepare, how to react, and what to do after the crisis ends.

## **American Water Works Association (CO)**

### **Communicating about Lead in Drinking Water**

Upon the growing discussion of the health risks from very low levels of lead in drinking water, Sam was hired to assist AWWA in the development of a guidance document for water systems, on how and why they should proactively communicate with customers about lead exposure from drinking water, lead service line replacement, and other issues pertaining to the shared responsibility customers have with their utility, to jointly protect their family's health. For this guide, Sam compiled and developed key messages, sample outreach materials and she provided a framework for conducting outreach on all facets of the issue.

## **Arlington County Water Pollution Control Bureau (VA)**

In recognition of the specific and direct impacts biosolids master planning can have on the community, Sam was retained to develop a comprehensive outreach plan over the course of the master planning process. Two key pieces of the effort were a stakeholder advisor committee, comprising a cross section of interested and impacted stakeholders in the County, which met quarterly over two years, and a strategic communication plan the County staff could execute through each stage of the project through design, build and operations. This program enabled early, frequent and two-way communication with key stakeholders and residents throughout the Planning, Design and Construction phases of the project, with the goal of exchanging ideas and knowledge, as well as garnering recommendations and asking support for the technology selected. The final biosolids master plan was presented to the County Board of Supervisors with support from most stakeholders.

## **Association of State Drinking Water Administrators (VA)**

Sam began supporting the Association of State Drinking Water Administrators (ASDWA) with strategic communication and organizational development services in 2017. Sam transformed member engagement

with revamped communications products such as its “Year in Review” annual report, and she has developed fact sheets, stakeholder emails, and revamped its board packet. Sam copyedits for voice, tone and grammar, all major documents and reports for ASDWA, such as its report to EPA on shortfalls of statewide funding for drinking water programs and its comments on the new Lead and Copper Rule Revisions. From a management standpoint, Sam plans and facilitates staff retreats and work sessions, coaches staff on project management, and she led the ASDWA staff and Board through the development of its first strategic plan. Sam continues to support ASDWA with strategic plan implementation and technical writing.

### **Charlotte Water (NC)**

Raftelis was hired by Charlotte Water to help them promote a new bill design. The goal of the campaign was to ensure no one was surprised. As project manager, Sam led the Raftelis team to create a six-week, measurable promotional campaign with tagline (*a bill as clear as the water we provide*) and graphics, that included paid digital ads, social media, a video, billing inserts, bill and envelope messages, city newsletter articles, website, and staff newsletter article.

### **Connecticut Water (CT)**

Sam conducted a comprehensive audit and evaluation of Connecticut Water’s employee communications program with surveys, one-on-one interviews, and small-group meetings. She also benchmarked its employee communication performance against several companies of similar structure and size.

### **Cleveland (OH)**

Sam developed a comprehensive engagement strategy to turn around public opinion of the City’s plan for sustainably managing its waste. The strategy spelled out specific tactics to achieve the City’s objectives that included a new message platform, a series of community meetings, partnership development, and a social media plan, which was intended to work in tandem with other efforts to reset the public discourse on the topic, educate stakeholders on the waste issues the City is seeking to solve, and meaningfully engage the community in a dialogue about solutions.

### **Corpus Christi (TX)**

The Raftelis team assisted the City of Corpus Christi (population 326,000) with the development of a stormwater utility fee to fund the City’s stormwater management, operations, maintenance, and MS4 compliance. Ms. Villegas provided support and strategic guidance to the City on public involvement and communications. Ms. Villegas, with support from a local PR firm, conducted stakeholder research and developed a communications plan, and designed and helped facilitate a series of stakeholder advisory group meetings so affected stakeholders could have a voice into the stormwater fee development. The pandemic put a pause on the work, just as a fee was nearly finalized and Raftelis’ work with the City is on hold until 2021.

### **Daphne Utilities (AL)**

Sam developed a crisis communication plan, crisis communication training and media spokesperson training for Daphne Utilities, a water, wastewater and gas utility in Alabama. For the crisis training, Sam

walked the staff through a series of table-top exercises to test and apply the plan. For the media training, Sam provided both off and on-camera guidance, where participants learned how to hook, bridge, and flag. She then filmed them so they could apply what they learned in mock, on-camera interviews, and then she facilitated a team coaching session while watching the videos. Sam also developed and delivered a three-year strategic communications plan to guide DU's communication and outreach activities through 2022.

### **Fairfax County (VA) (Sub to CDM)**

Sam is currently under contract to develop and execute a strategic communication and engagement plan to help the County inform and engage internal and external stakeholders on the Tysons West Pump Station and Conveyance System. The work includes development of messages and materials, engagement strategies, facilitation of meetings and general counsel to the team on the public outreach.

### **Fort Worth (TX)**

Sam designed and executed comprehensive public involvement plan to engage businesses and citizens in the development of the City's comprehensive solid waste management plan. She designed and executed intercept interviews, online surveys, focus group and workshop moderator guides, and provided general counsel to leadership team on best practices for engagement and soliciting input. As a result, the City had a solid waste management plan that had the buy-in and input from its community stakeholders.

### **Howard County (MD)**

Sam conducted a comprehensive analysis of the division of recycling's communications and outreach program. The assessment included conducting a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis with the internal team; a County wide digital survey, three focus groups and benchmarks with three similar communities. The Howard County Recycling Division's (Division) current communications plan and all its educational materials as well as outreach efforts were reviewed and assessed for effectiveness in meeting the Division's goals and all was captured in a detailed report, with specific recommendations for improvement.

### **Loudoun Water (VA)**

Sam served for 10 years as the organization's first official spokesperson and lead strategic public relations counsel. She planned and executed comprehensive and integrated communications strategy across multiple platforms to explain complex water issues and elicit positive environmental behaviors; she established the utility's first social media platforms and educated staff on their value and use; she established the utility's first media policy and employed proactive media strategies to garner story placements in local papers, and DC's broadcast media; she initiated and oversaw the successful and comprehensive re-branding of the organization from Loudoun County Sanitation Authority to Loudoun Water; she initiated and oversaw two major upgrades to the utility's internet and intranet sites automating several services and improving engagement opportunities with the public; she initiated and oversaw the design and production of a 3,500 square-foot education center; she developed and oversaw the utility's official outreach efforts on all capital projects; and she served as spokesperson to customers, elected officials, the media, community partners, school groups and others on topics of infrastructure investment, conservation, safe disposal of waste, rates, and watershed protection. Sam was an active participant and



leader in the Washington DC-area on water and wastewater outreach efforts and campaigns. Sam designed and executed several summer education campaigns to reduce water use, such as a “Brown is the New Green,” photo contest that challenged customers to let their lawns go brown and a long-term outreach campaign called “Water You Thinking” which focused on Loudoun residents’ overwatering of their lawns. The photo contest garnered Washington DC broadcast TV coverage, local print coverage, and reduced the maximum daily demand by about 15 percent. Sam also developed and executed a communication plan for two major rate increases. Strategies relied on the development of relationships with key community stakeholders, such as HOA leadership, environmental groups, and elected officials to build trust and credibility for the utility’s work. Following the announcement of the utility’s largest increase in its history, the editorial board of the local paper wrote an Op-Ed urging all customers to trust the utility and support the rate increase, and at the public hearing, several customers spoke in favor of it, a first in the organization’s 50-year history.

### **Maryland American Water (MD)**

To address long-term water supply issues, Maryland American Water was planning to build a lined, earthen embankment with a capacity of 90 million gallons of raw water on a 40-acre historic site, which would provide a 100-day water supply in case of drought or emergency. Sam developed and executed a comprehensive stakeholder engagement strategy to build public understanding and support for the project. The plan applied a mix of strategies that included media outreach, the establishment of a stakeholder advisory committee to advise the company throughout the planning and design of the project; and storytelling through a variety of means, including direct mail, social media and e-mail. Because of these efforts, Maryland American Water was able to construct the impoundment with the support of local Town and County elected officials, the development and business communities, the department of parks and recreation who partnered with the team to plan a trail system through the site, and the family whose ancestors owned the property. Historic structures were preserved throughout construction and Maryland American earned the community’s trust for developing the project with their concerns at heart.

### **Metropolitan Washington Council of Governments (DC)**

More than 15 different water and wastewater agencies serve the residents and businesses of the metropolitan Washington, DC region. With constant movement of customers across jurisdictional boundaries for work and play, it is hard for any single utility to reach them well; having a shared media market does not always help. Sam has been working with the group to elevate their communications coordination efforts to ensure these agencies coordinate their messaging to consumers and are as consistent as possible, focusing on the topics of greatest need and least public awareness. For this project Sam oversaw deployment of the first regional digital survey on water and wastewater awareness and behaviors, as well as a series of In-Depth Interviews with utility leaders. Using this data, she developed a strategic communications plan, coordinated messaging on key focus areas, and a seasonal content calendar to ensure consistency among - and credibility for - the region’s water and wastewater sector. Sam’s work with COG continues, as she is counseling the Anacostia Watershed Messaging Partnership with a comprehensive 3-year strategic outreach and messaging plan in support of raising awareness of and changing behaviors to protect the Anacostia River and its watershed.

### **Montgomery County (MD)**

Sam provided support to the execution of a comprehensive outreach program to increase recycling of yard trimmings and to increase proper disposal of household hazardous waste throughout the county. The program employed direct mail, public service advertising, point-of-purchase displays, and earned media.

### **Mount Holly (NC)**

Raftelis assisted the City of Mt. Holly (pop. 14,000) with developing a five-year financial forecast and rate study for the water and sewer utilities. The study involved projecting revenue requirements over a 10-year period and the rates necessary to ensure the City is self-sufficient and rate structure alternatives. When the City Council approved the recommended rate increases and the rate structure changes Ms. Villegas provided the City with talking points, FAQs, an article for the City's newsletter, an infographic that explained the rate components, and a list of recommended community outreach activities City staff could also perform. Ms. Villegas worked with the Raftelis data experts to also develop a rate calculator for the City's website.

### **National Association of Clean Water Agencies (DC)**

Raftelis was hired by the National Association of Clean Water Agencies (NACWA) to develop, as part of their 50<sup>th</sup> anniversary, an inspirational and aspirational story about how clean water has transformed communities over the last 50 years. Deliverables include a printed book and website, plus more than 20 case studies nationwide from NACWA members. Sam worked with the members to develop 22 case studies, she conducted research for the book and website, she is the book's primary author and Sam provided assistance in the management of the deliverables.

### **Prince William County (VA)**

Sam conducted a comprehensive analysis of the division of solid wastes' communications and outreach program. The assessment included conducting a literature search; developing and conducting email surveys of the commercial sector and multi-family sector; and intercept interviews of residents. The Division's current communications plan and all its educational materials were reviewed and assessed for effectiveness in meeting the Division's goals and all was captured in a detailed report, with specific recommendations for improvement.

### **Spring Valley (DC)**

Under contract to the Army Corps of Engineers, Sam conducted public engagement for the Corps' cleanup of a formerly used defense site by recruiting for, and facilitating, a Restoration Advisory Board, composed of a cross section of community members.

### **Suffolk (VA)**

Under contract to Army Corps of Engineers, Sam conducted public engagement for the Corps' cleanup of a formerly used defense site by recruiting for, and facilitating, a Restoration Advisory Board, composed of a cross section of community members.

### **Virginia American Water (VA)**

Sam provided public outreach and strategic communication to support a comprehensive program to replace the city's aging water distribution system. At a replacement rate of approximately three to four miles of pipeline per year, it will take Virginia American Water 100 years to replace the entire system. For the residents of this historic town, that is a lot of disruption for a long time. Sam built understanding and support for this long-term endeavor, among residents, elected officials, businesses, commuters, and other city agencies. Through a series of face-to-face meetings, key partnerships, grassroots marketing and a mix of digital strategies, Virginia American has obtained the cooperation from town agencies, its businesses and its citizens. In addition, Sam developed and executed the communication plan for a complicated rate increase that affected all four communities differently and added a new sewer rate structure to Dale City customer bills. Sam developed the strategy, wrote talking points, handled media calls, developed and responded to social media posts and provided guidance to all customer service representatives.

### **Water Environment Federation (VA)**

WEF hired Raftelis to develop a communication toolkit to help wastewater agencies communicate confidently about biosolids. Sam led the design and copywriting team that researched biosolids media coverage and interviewed agencies with successful outreach programs; then wrote a comprehensive guide and training module that walks readers through the steps needed to develop and execute a successful biosolids communication effort. The toolkit includes guidance for making the business case for proactive outreach, it covers best practices for handling a "hit piece," for managing pushback from the community, using social media and much more, including downloadable imagery, infographics, social media posts and templates. The team also supported WEF with training on the use of the toolkit.

### **Water Research Foundation (CO)**

For this study, Sam developed and validated a series of messages to inform those that maintain building water systems about Opportunistic Pathogens in Premise Plumbing (OPPPs), with a focus on *Legionella*, and to offer proven steps they can take to protect themselves (and their tenants) from waterborne disease. More specifically, Sam was tasked with (1) identifying the target audiences, routes of communication, and messages based on a series of interviews, workgroups, and material review of existing guidelines; (2) hosting a workshop to elicit experts' review and feedback on messaging materials; (3) refine the messages and routes of communication developed in the workshop. The final document was published by the Water Research Foundation and furnished to member water utilities.

### **U.S. Department of Energy (DC)**

Sam was hired to support DOE's Office of Energy Efficiency and Renewable Energy (EERE). In this role, Sam ghost wrote blog posts on energy efficiency in manufacturing, she copyedited progress alerts, stakeholder emails, news releases, blog posts and web updates; she wrote talking points and prepared staff for media interviews; she oversaw all emailed requests from the media for information and interviews; she rewrote the content for the Technology to Market website and created a new navigational structure and content; she supported the development of a key message platform for Technology to Market group; and she trained managers in public speaking and developing their elevator pitches.

## U.S. Environmental Protection Agency (DC)

Sam led a team that designed and launched a national education campaign to promote the benefits of energy efficiency, with a focus on the nation's 23 million small businesses. Sam wrote case studies, helped build the program's award-winning website, created public service advertising using celebrities Greg Germann and Peter MacNichol, and brokered partnerships with large trade organizations to help build support for the program.

## PUBLICATIONS

- “Public Outreach Part II: More Cost Savings Than Cost Center,” Waste Advantage, 2015
- “Public Outreach Part I: More Science Than Art,” Waste Advantage, 2015
- “Eleven Myths About Social Media Every Water Utility Manager Should Know,” AWWA Journal, 2013
- “Take the PR Pledge, Ragan Communications,” The PR Daily, 2013
- “What Howard Stern Can Teach Us About PR,” The PR Daily, 2012
- “Re-examining A Utility’s Brand Image,” AWWA Journal, 2007
- “A Brand-New Day - Things That Shocked Me While Rebranding,” PRSA Tactics, 2007
- “Hydrant Use: Balancing Access and Protection,” AWWA Opflow, 2006
- “Changing Behavior with Social Marketing Techniques,” PRSA On the Environment Horizon, 2000

## PRESENTATIONS

- “Trending in an Instant – Principles of Risk Communication,” ACE Virtual Summit, AWWA, online, September, 2020
- “It’s Scary Out There – How to Use Social Science in Communication to Decrease Fear and Build Trust,” CAPIO Webinar, March, 2020
- “Be a Trusted Source: How to Handle Communication Challenges During COVID-19,” AWWA Webinar, March 2020
- “Trending in an Instant – Principles of Risk Communication,” Utility Management Conference, WEF, Anaheim, February, 2020
- “Get Your (Communications) Assessment in Gear,” Catalyst Conference, June, 2019
- “So, Your Market’s Been Disrupted, Now What?” Keynote Speech, Virginia Recycling Association Conference, May, 2019
- “Communications Guidance for Legionella in Building Water Systems,” San Francisco Public Utilities Commission Workshop, November, 2018
- “Communications on the Other Side of the Meter,” AWWA ACE, Philadelphia, 2017
- “Media Myths and Magic,” AWWA ACE, 2016
- “Public Outreach, It’s More Science Than Art,” WasteCon, 2015
- “Communicating About Lead Service Lines,” AWWA ACE, 2014
- “Eleven Myths About Social Media,” North Texas Water Symposium, 2013
- “The Power of Proactive Communications,” VAAWWA/VAWEA JAM, 2013
- “Building a Sustainable Brand: How to Identify, Attract and Engage Stakeholders in Your Mission,” Smart and Sustainable Pre-Conference Workshop, 2013

- “The Importance of PR To A Water Utility,” WLI Conference, 2012
- “Advocacy Communications,” PLANET Annual Conference, 2011
- “Managing Demand for the Blue in a Green is Godly World,” NAGC Conference, 2009
- “Web 2.0 Technology,” VA AWWA/VWEA JAM, 2009
- “Communicating Your Value Through Branding,” VAAWWA/VWEA JAM, 2007

# Chris McPhee

## INFORMATION TECHNOLOGY AND DATA

Vice President



### ROLE

Chris will be available as needed to provide support for the information technology and data components of this project.

### PROFILE

Chris has 12 years of experience in the fields of application development and data analysis in support of water, wastewater, stormwater, and solid waste projects. As a data analyst and application developer, he has experience including financial modeling, impervious area digitization and quantification, stormwater utility financial analysis, relational database development, Oracle and SQL Server programming, and desktop/web/mobile application development. His qualifications include specialized training in ESRI ArcGIS analysis and tool development, Microsoft .Net programming in the C# and VB.Net languages, web application programming in the ASP.Net framework, and mobile application development for the iOS (iPhone) and Windows Phone platforms. He is well versed in the entire lifecycle of stormwater utility development including feasibility studies, implementation, customer service, data maintenance, and process improvement. He is also familiar with water, wastewater, and solid waste financial modeling including cost-of-service studies, rate structure design, affordability and impact analyses, and billing system best management practices.

### KEY PROJECT EXPERIENCE

#### **Pittsburgh Water and Sewer Authority (PA)**

Chris serves as Software Project Manager assisting with the design and implementation of the Headwaters Performance management dashboard for PWSA. He developed the prototype application and gathered requirements from PWSA staff and Raftelis management consulting team members. He directed software developers in the development of the database and design of the cloud-based dashboard. He directed consulting staff in the collection of key performance indicator data that would be visualized by the dashboard. He served as the project's main point of contact and was responsible for ensuring the success of the project. He now directs the ongoing maintenance of the dashboard on behalf of PWSA.

Chris also serves as Software Project Manager assisting with the implementation of the Stormwater Billing information System for PWSA. He works alongside PWSA administrative staff to gather requirements

### Specialties

- Application development
- Database architecture & design
- Geographic information systems
- Data & systems integration
- Stormwater finance & utility implementation
- Business process development & improvement

### Professional History

- Raftelis: Vice President (2021-present); Director of Data Services/Senior Manager (2019-2020); Director of Data Services (2014-2018); Senior Consultant (2013); Consultant (2012)
- AMEC Earth & Environmental, Inc.: Application Developer (2008-2011)

### Education

- Master of Forestry in Forest Resource Management - Duke University (2008)
- Master of Science in Geoscience - University of Arizona (2006)
- Bachelor of Arts in Environmental Studies - Yale University (2004)

### Certifications

- GIS Certificate: NC (2008)

and develop a roadmap for the creation of the stormwater billing solution. He collaborates with stormwater subject matter experts to integrate details on program specific functions that will be needed by PWSA staff. He guides developers in the creation of the software and directs testers on ensuring total quality of the end result.

### **City of Dallas (TX)**

Chris serves as Software Project Manager for the development and maintenance of the City's Stormwater Information Management System. He led the development of the system in 2016, completing the software development lifecycle in collaboration with City staff. He developed interfaces with the SAP ERP system to facilitate the communication of stormwater bills to the utility billing process already in place. He continues to direct software maintenance and data updates in accordance with City needs since the 2016 implementation.

Chris served as data analyst in support of the storm drain management program fund stability analysis. He was responsible for collecting and reviewing storm drain management billing data from GIS and billing system (SAP) sources. He compiled these data and ran them through a series of tests in accordance with data best management practices. He also compared the current billing methodology against the recommended billing methodology to assist with producing account-level impact analyses.

In addition to data analysis, Chris assisted in conducting a study on the information tools used in support of the Trinity stormwater program. He interviewed dozens of employees regarding the systems that they use on a daily basis as well as the limitations of those systems. He assembled a report on the needs of staff including priorities and suggestions for improvement. After this study he assisted with fixes to the stormwater information tools in greatest need of updates.

### **City of Baltimore (MD)**

Chris serves as Application Developer, Database Developer, and Data Management Practice Lead for the new stormwater utility implementation for the City of Baltimore (City). He directs quality control efforts on the City's GIS parcel and impervious area layers used as the basis for billing. He is responsible for developing the City's Stormwater Account Information System (SAIS) to store and maintain stormwater billing information that will be consumed by the City's legacy water/wastewater billing system. He designs and modifies the SQL Server 2012 database tier underlying the SAIS application and designs and programs the SAIS application in Visual Studio 2010 in the C# and WPF languages. Chris processes GIS and tabular data to populate the SAIS database and creates map figures for use by customer service representatives. He creates application lifecycle documentation including functional requirements, technical documentation, and training documentation. Chris also facilitates process documentation interviews and creates process flow diagrams detailing optimal workflows for City staff.

In addition to his work on the City's stormwater utility, Chris has performed data analysis on the water/wastewater financial data in support of the City's internal audit. He translated the City's mainframe COBOL/VSAM system into a database warehouse to facilitate rapid data analysis and performed analysis as directed by City staff.



## **Northeast Ohio Regional Sewer District (OH)**

Chris serves as Software Project Manager for the development and maintenance of the District's Stormwater Fee Toolset. He led the development of the system in 2016, completing the software development lifecycle in collaboration with District staff. He developed interfaces with the Oracle Customer Care and Billing system to facilitate the communication of stormwater bills to the utility billing process already in place. He continues to direct software maintenance and data updates in accordance with District needs since the 2016 implementation.

Chris served as a Database Developer assisting with architecture and maintenance of the Northeast Ohio Regional Sewer District (District) stormwater billing database. In this role, he develops and revises data in support of policy and financial decision-making. He alters the District's Oracle 10g database to meet workflow, application, and data integrity needs through modifications to tables, views, indexes, and stored procedures. He develops external routines used for quality control and maintenance. He generates database documentation in the form of schema metadata, entity relationship diagrams, and a workflow narrative. He also performs GIS analysis to assist with tying units of service to accounts.

## **PROJECT LIST**

- American Metropolitan Water Agencies (DC) – Utility Survey Information Software
- City of Atwater (CA) - Billing data management for financial model
- City of Baltimore (MD) – Stormwater Utility Implementation
- City of Birmingham (AL) - Billing data management for financial model
- City of Boston (MA) – Stormwater Utility Feasibility
- Capital Region (PA) – Stormwater Utility Implementation
- City of Chandler (AZ) - Billing data management for financial model
- City of Charlotte and Mecklenburg County (NC) – Stormwater Utility Organizational Review
- City of Chester (SC) - Billing data management for financial model
- City of Dallas (TX) – Stormwater Utility Implementation
- DC Water (DC) – Utility Information System Review
- City of Detroit (MI) - Billing data management for financial model
- City of El Paso (TX) – Utility Financial Modeling
- City of Elizabeth City (NC) – Stormwater utility data management
- Florida Keys Aqueduct Authority - Billing data management (Cogsdale)
- Florida Rural Water Association (FL) – Utility Financial Planning Software
- City of Flint (MI) – Utility Information System Review
- Grand Strand Water and Sewer Authority (SC) – Information Technology Organizational Review
- Granville-Person Cooperative Stormwater Services (NC) – Stormwater Utility Feasibility
- City of Gulfport (FL) - Billing data management for financial model (Incode)
- City of Hartsville (SC) - Billing data management for financial model
- County of Indian River (FL) - Billing data management for financial model
- Village of Islamorada (FL) – Billing Data Reconciliation Software
- City of Jackson (MS) – Utility Information System Review
- Town of Kernersville (NC) – Stormwater Utility Feasibility

- Lexington-Fayette Urban County Government (KY) – Stormwater Utility Implementation
- City of Manor (TX) - Billing data management for financial model (Incode)
- City of Marathon (FL) – Billing Data Reconciliation Software
- County of Montgomery (OH) – Solid Waste Utility Information System
- City of Mooresville (NC) – Stormwater Utility Feasibility
- City of Morristown (TN) – Solid Waste Information System
- City of Nashville (TN) - Billing data management for financial model
- New Jersey Waterworks (NJ) – Utility Survey Information Software
- Sewerage and Water Board of New Orleans (LA) – Stormwater Utility Feasibility
- City of New York City (NY) – Utility Information System Review
- Northeast Ohio Regional Sewer District (OH) – Stormwater Utility Implementation
- City of Newport (RI) - Geospatial data management for stormwater feasibility
- City of Newport News (VA) - Billing data management for financial model (SAP)
- City of Patterson (NJ) - Billing data management for financial model
- City of Philadelphia (PA) – Utility Information System Review
- Pittsburgh Water and Sewer Authority (PA) – Stormwater Utility Implementation
- City of Portland (OR) - Billing data management for financial model
- Village of Rantoul – Stormwater Utility Billing Information System
- City of Richmond (VA) – Customer Assistance Program Software
- City of Round Rock (TX) - Billing data management for financial model
- City of Saginaw (MI) - Billing data management for financial model (BS&A)
- City of Salt Lake (UT) - Billing data management for financial model
- County of San Diego (CA) – Stormwater Utility Feasibility
- City of Santa Cruz (CA) - Billing data management for desalinization model
- City of Santa Rosa (NM) - Billing data management for financial model (Incode)
- City of Sheridan (WY) - Billing data management for financial model (Inhance)
- City of St. Louis (MO) - Billing data management for financial model
- City of Stillwater (OK) - Billing data management for financial model
- City of Tacoma (WA) – Utility Demand Forecasting
- City of Thornton (CO) – Bill Calculator Website
- Wake County (NC) – On Site Wastewater Permitting Software
- City of Wichita (KS) - Billing data management for financial model (Ventyx Advantage)
- City of Winston-Salem (NC) - Billing data management for financial model
- City of West Palm Beach (FL) - Billing data management for financial model

## PRESENTATIONS

- “Wrangling Your Users: ArcObjects UI/UX Design Fundamentals,” Esri DevSummit, 2011
- “Impact Analysis and Targeted Outreach for Water Utilities with Spatial Data,” Esri User Conference, 2014
- “Long-Term Water Demand Forecasting for Sustainable Supply Planning,” AWWA/WEF Utility Management Conference, 2016
- "How Fast Can We Restart Stormwater Fee Billing for 330,000 Account? SWiFTly!" AWWA/WEF Utility Management Conference, 2018

## C. Past Experience with Similar Services/References



### Hillsborough County, FL

**Water, Wastewater, Solid Waste Rates and Fees, Bond Feasibility, Acquisitions, Franchise Utility Regulation, and Other Related Services**

**Term of Service:** Since 1995, current contract term is from 2017 to 2022

**Reference:**

Koni M. Cassini, CPA,  
Division Director, Public Utilities Dept.  
925 E. Twiggs Street  
Tampa, FL 33602  
P: 813.209.3001  
E: [cassinik@hillsboroughcounty.org](mailto:cassinik@hillsboroughcounty.org)

Hillsborough County's (County) Utility System provides water service to approximately 192,000 accounts (262,000 Equivalent Residential Connections [ERCs]) and wastewater service to approximately 172,000 accounts (268,000 ERCs). We have continuously served the County since 1995 on a variety of utility, solid waste, stormwater and other public issues. During the past 26 years, Raftelis (formerly PRMG) has been involved in assisting the County in establishing utility system financial policies and goals, enhancing utility system revenues through innovative rate and fee structure changes, implementing changes to the administration and application of capacity fees, establishment of capacity reservation fees, reclaimed water capital charges and other related fees, and developing methods to prioritize capital projects and expenditures. Other services provided to the County have included, but not limited to, the following:

- Preparation of water, wastewater, and reclaimed water rate study and performing annual updates to the financial forecast in compliance with bond covenants and strategic management initiatives.
- Prepared water and wastewater impact fee and Accrued Guaranteed Revenue Fee study.
- Preparation of solid waste collection and disposal rate study and performing annual updates to the financial forecast each year to support strategic management initiatives.
- Preparation of bond feasibility disclosure reports and related services in support of \$532,730,000 of Utility, \$58,040,000 of Wastewater Impact Fee Assessment Unit (IFAU), and \$114,230 of Solid Waste Revenue and Refunding Bond financings (6 individual financings).
- Assisting Bond Counsel in drafting amendments to the Bond Resolution, assisting its Financial Advisor in the structuring of debt service payments for cash flow and rate purposes, determining capacity expansion factors for capacity fee utilization, and prepared rate covenant calculations supporting secondary disclosure requirements.
- Preparation of stormwater management program rate study.
- Development of policies and procedures to implement individual Affordability / Hardship Assistance Programs for utility, solid waste, and stormwater programs.
- Served as expert in support of Franchised Utility Regulation by the County (County is the public service commission).
- Prepared financial evaluations and analyses in support of the County's franchise utility acquisition program to regionalize service to with City of Tampa to improve service capabilities of both utilities.
- Prepared a street lighting rate evaluation for over 125,000 residential parcels encompassing 779 street lighting districts and assisted in non-ad valorem tax roll preparation.



## Collier County, FL

**Water, Wastewater, Solid Waste Rates & Fees, Bond Feasibility, Irrigation Quality (IQ) policy, and Other Related Services**

**Term of Service:** Since 2001, current contract term is 2021 to 2026

### Reference:

Joseph Bellone  
 Director, Financial Operations  
 3339 Tamiami Trail East, Suite 302  
 Naples, FL 34112  
 P: 239.252.2351  
 E: joseph.bellone@colliercountyfl.gov

The Collier County (County) Water-Sewer District serves approximately 76,000 accounts (106,000 Equivalent Residential Connections [ERCs]) and wastewater service to approximately 77,000 accounts (106,000 ERCs). Since 2001, Raftelis (formerly PRMG) has assisted the County in a multitude of utility and other rate and financial services, including the following:

- Prepared several water, wastewater, and irrigation quality water rate studies during our tenure with the County, the most recent study being completed in during 2021. This study included the development of a six-year revenue sufficiency and financial forecast of the utility System and included: i) the development of a detailed customer forecast including a customer billing frequency to identify water use patterns and to accurately reflect the potential effects on revenues associated with various rate structures; ii) a projection of operating expenses by cost center recognizing changes in operations due to growth, inflation, implementation of the capital improvement plan (CIP), changes in allocated General Fund transfers, and other factors; iii) the development of a capital financing plan (consisting of over \$597 million in capital needs); iv) the allocation of costs and the re-design of rates; v) development of Wholesale Water Rates; and vi) preparation of a report and presentation of rate phasing plan to the Board of County Commissioners (BOCC).
- Preparation of bond feasibility disclosure reports and related services in support of \$362,600,000 of Utility Revenue Bond financings (4 individual financings).
- Prepared several water and wastewater impact fee studies (most recent in 2020), which were presented to and accepted by the Development Services Committee (comprising builders, developers, etc.). The fees recognized the requirements of the Florida Impact Fee Act and were reviewed by the County's legal counsel for consistency with case law. Also developed Allowance for Funds Prudently Invested (AFPI) fees to recover the carrying cost for "holding" capacity until it is reserved by development (now suspended by the County).
- Prepared Solid Waste collection and disposal financial and cost allocation / rate model including the preparation of several revenue sufficiency and rate evaluation updates.
- Assisted County in updating the Annual Update and Inventory Report ("AUIR") regarding solid waste levels of service and a review of landfill capacity.
- Assisted County in developing policies (delineated attributes for providing services-guiding principles, definitions, identification of customers' class/services, capacity entitlement provisions for major users, etc.), ordinances to codify policies and term and conditions for service, updates to major and basic user agreements and rates for service, all in support of the management of the County's IQ Water utility service program.
- Prepared pricing / rate recovery methodology for County's Parks and Recreation Program.



## Sarasota County, FL

### Water, Wastewater, Solid Waste Rates and Fees, Bond Feasibility, Acquisitions, Franchise Utility Regulation, and Other Related Services

**Term of Service:** Since 2003, current contract term is through 2025

#### Reference:

Joseph Jones, Division Manager,  
Business Operations  
1001 Sarasota Center Boulevard  
Sarasota, FL 34240  
P: 941.861.0589  
E: [jojones@scgov.net](mailto:jojones@scgov.net)

Sarasota County's (County) Utility System provides retail water service to approximately 94,000 accounts (122,000 Equivalent Residential Connections [ERCs]) and retail wastewater service to approximately 88,000 accounts (117,000 ERCs). The County also provides wholesale water service to a County franchised private utility. Since 2003, Raftelis (formerly PRMG) has assisted the County in a variety of other utility rate/financial projects, including the following:

- Initially prepared a water and wastewater rate study in 2003, with the financial forecast and business model being subsequently updated periodically to monitor results, changes in market conditions, increases in cost from wholesale water and wastewater providers and changes in water and wastewater plant/service capacity, and modifications to the capital improvement plan, including additions of utility plant and service area from the County's acquisition program. The most recent study was completed in 2021 in support of the funding the utility capital needs, including the expansion and upgrade of the Bee Ridge Wastewater Treatment Plant to advanced wastewater treatment. The water and wastewater rate study and updates have included development of and update to a rate and financial model, development of a six-year financial forecast and cost recovery plan, modifications to the County's utility rate structure, review of water and wastewater impact fees, capacity reservation charges and miscellaneous service charges.
- Preparation of bond feasibility disclosure reports and related services in support of \$419,615,000 of Utility Revenue and Refunding Bond financings (8 individual financings).
- Provided utility acquisition services, including the determination of the reasonableness of the purchase price of the acquired utilities, review of purchase and sale and other transaction documents, assisted in the F.S., Chapter 125.3101 public interest hearing before the BOCC, and assisted in contract negotiations on behalf of the County.
- Prepared financial plan, including ongoing services, for the Phillippi Creek Septic-to-Sewer Program involving over 15,400 parcels. We developed a funding plan recognizing the use of infrastructure surtax funds, impact fees, rates (net operating margins), capital surcharges and non-ad valorem assessments as the source of funds to finance the program and developed policies associated with the program implementation.
- Prepared Impact Fee analysis for water and wastewater system completed in 2020 and assisted in change in fee recovery methodology revisions on behalf of the County.
- Prepared Solid Waste collection and disposal financial and cost allocation / rate model including the preparation of several revenue sufficiency and rate evaluation updates.
- Provided other services, including the development of a Fleet Management Rate Model; served as Utilities Department Finance Director on interim basis; most recently in 2021 assisted in application for loan pursuant to the Water Infrastructure Finance and Innovation Act (WIFIA) in support of utility capital financing plan; and other services.





## Charlotte County, FL

**Water & Wastewater Rate and Financial Services, Acquisitions, Bond Feasibility**  
 18500 Murdock Circle  
 Port Charlotte, FL 33948

**Term of Service:** Since 1995, current contract term is through 2022

### Reference:

Gordon Burger,  
 Director of Budget & Administrative Services  
 18500 Murdock Circle  
 Port Charlotte, FL 33948  
 P: 941.764.4992  
 E: gordon.burger@charlottecountyfl.gov

Charlotte County's (County) Utility System provides water service to approximately 62,000 accounts (74,000 Equivalent Residential Connections [ERCs]) and wastewater service to approximately 39,000 accounts (48,000 ERCs). The County's utility is one of the largest utilities in Florida in terms of service area. The Utility System also receives its potable water supply from the Peace River / Manasota Water Supply Authority (Peace River) and has its own wastewater treatment facilities to meet the demands of the County. Activities performed by Raftelis (formally PRMG) since 1996 have included the following:

- Preparation of a number of comprehensive water and wastewater rate studies for the County since 1996. The studies included developing a detailed projection of utility customers and service area needs, including billing determinants for revenue development and rate design purposes, and detailed financial projections of the revenue requirements of the system. The financial projections were prepared to evaluate capital improvement funding alternatives and to analyze debt structure alternatives associated with the issuance of senior lien parity bonds for capital needs. In addition to the financial planning component of the studies, the County's water and wastewater rates were redesigned to include incentives for water conservation. In addition to the comprehensive rate studies, Raftelis also prepares an annual financial forecast update in conjunction with the County's budget process to assess the adequacy of water and wastewater rates to fund the annual expenditure needs and reserves, and to evaluate the estimated fiscal position of the utility. The results of the rate studies and annual financial plans are consistently presented at public workshops and have been consistently approved by the BOCC.
- Assisting the County with development of System Connection Charges or impact fees, including charges for accrued guaranteed revenues to recover the carrying cost of reserve capacity for new users.
- Periodically prepared an evaluation of the County's miscellaneous and customer utility service charges to ensure full cost recovery.
- Preparation of bond feasibility disclosure reports and related services in support of \$160,820,000 of Utility Revenue Bond financings (3 individual financings).
- Assisted in acquisition of utilities to promote regionalization, including financial due diligence on the operations of the utility system, and assisting in the determination of a reasonable acquisition of the systems. We have also assisted the County in negotiation meetings with the owners of the utilities, assisted in the review of the Purchase and Sale Agreement, and participated in the public hearing process required by F.S., Chapter 125.3401, public interest hearing before the BOCC.



## Alexandria Renew Enterprises (City of Alexandria), VA

**Rate Sufficiency and Rate Design Analysis,  
Wastewater Financial Services, Billing  
Transition Advisory Services**

**Term of Service:** Since 2007, current  
contract term through 2022

### Reference:

Karen Pallansch, P.E., DEE  
General Manager  
1500 Eisenhower Avenue  
Alexandria, VA 22314  
Ph: 703.549.3381  
E: karen.pallansch@alexrenew.com

Alexandria Renew Enterprises (AlexRenew), a wastewater authority, provides wastewater conveyance, treatment, and disposal services to over 320,000 people in the City of Alexandria, Virginia (City), and to Fairfax County, Virginia on a wholesale basis from an advanced 54.0 MGD wastewater treatment facility. Since 2007, Raftelis (formerly PRMG) has assisted AlexRenew in a variety of other utility rate/financial projects, including the following:

- We prepared a sufficiency of rates and cost recovery analysis in 2007 due primarily to the required capital needs to meet level of treatment (LOT) parameters associated with the Chesapeake Bay Estuary restoration program. Since 2007, the financial forecast and business model being subsequently updated annually to monitor results, changes in market conditions, modifications to the capital improvement plan due to increasing regulations and other issues, and to assist in the annual utility budget process. The analysis encompassed a ten year forecast period that recognized: i) a detailed wastewater flow projection by service area with a customer growth and billed flow profile for the retail customers of the City; ii) allocation of operating and capital costs to Fairfax County consistent with the contract parameters contained in the interlocal agreement between the parties; iii) detailed capital improvement funding plan, and iv) the redesign of rates based on a detailed allocation of costs to functional cost components (base, extra-capacity, volume, customer, etc.), and the redesign of rates, which included: a) implementation of a "Bay Protection" (fixed cost) base charge to improve revenue stability and promote equity by customer class; b) adjustment of the "maximum billing threshold" for billing of flow charges for the residential class (based on a winter quarter average use); and c) conversion of rate structures from a quarterly to a monthly basis of billing.
- In order to address combined sewer overflow (CSO) issues and bring the CSO outfall into compliance with Virginia law, the Federal Clean Water Act, and the Presumption Approach described in the EPA CSO Control Policy, AlexRenew is responsible for the construction of wet weather facilities to reduce discharges into the Potomac River (flow capacity tunnels at a cost of \$464 million). We are assisting AlexRenew in the development of a rate implementation plan to fund this capital addition and have assisted in the financing of the project, including in application for loan pursuant to the Water Infrastructure Finance and Innovation Act (WIFIA).
- We are currently serving as the program representative and assisting AlexRenew with its review of customer billing issues and options and procuring a new utility billing system.





## Fairfax County, VA

**Rate Sufficiency and Rate Design Analysis, Bond Feasibility Disclosure, Valuation, Sale of Capacity Rights, Other Related Services**

**Term of Service:** Since 2005, current contract term is through 2022

### Reference:

Shahram Mohsenin, P.E., Director  
Wastewater Planning & Monitoring Division  
Dept. of Public Works & Environmental Services,  
Wastewater Mgmt. Program  
12000 Government Center Parkway  
Fairfax, VA 22035  
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A wastewater-only utility, Fairfax County (County) currently serves a population of approximately 940,000 residents and has constructed or contracted wastewater capacity of 157.2 million gallons per day. Since 2005, Raftelis (formerly PRMG), has providing ongoing utility rate, financial, and business consulting services to support the County's Wastewater Management Program (WMP) on a variety of wastewater utility projects, including the following:

- We prepared a sufficiency of rates and cost recovery analysis in 2007 due primarily to the required capital needs to meet level of treatment (LOT) parameters associated with the Chesapeake Bay Estuary restoration program. Since 2007, the financial forecast and business model being subsequently updated annually to monitor results, changes in market conditions, evaluate the adequacy of the existing and proposed rates to maintain WMP's financial position, and providing ongoing financial and business analyses to support utility operations and the annual utility budget process. The analyses include a ten-year financial forecast with the most recent primary focus being capital re-investment due to assets reaching useful service lives to improvements resulting from the need to meet the regulatory issues facing the region. The rate study also included the redesign of rates based on a detailed allocation of costs to functional cost components (base, extra-capacity, volume, customer, etc.) and the redesign of rates which included the implementation of a base charge based on meter size (fixed cost) to improve revenue stability and promote equity by customer class. The most recent study was completed in 2021.
- The development of service availability fees (Impact Fees) to be recovered from new development, including the functionalization and identification of capital costs to be recognized in the fee, development of the level of service per equivalent residential connection (ERC), and the evaluation of the methodology used to apply the availability fees. The most recent fee evaluation was completed in 2020.
- We have assisted the WMP in the sale of a portion of the contracted (Upper Occoquan Service Authority) and owned (Noman Cole Wastewater Reclamation Facility) including the determination of the cost of capacity (and certain conveyance facilities) based on the facility for which capacity is being transferred and drafted the initial Purchased Capacity (and Lease) Agreement for consideration by the parties. To date, the County has had three separate capacity sale transactions which have included our involvement.
- Preparation of bond feasibility disclosure reports and related services in support of \$152,255,000 of Utility Revenue Bond financings (1 individual financing).



## City of West Palm Beach, FL

**Acquisition, Water, Wastewater, Stormwater Rate Sufficiency and Rate Design Analysis, Bond Feasibility, Secondary Disclosure, Other Related Services**

**Term of Service:** Since 1995, current contract term is through 2025

### Reference:

Donna Levensgood, CPPO, FCCN  
Fiscal Services Supervisor  
Public Utilities Department  
401 Clematis Street, 4th Floor  
West Palm Beach, FL 33401  
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E: dlevengood@wpb.org

The City of West Palm Beach's (City) Utility System provides retail water service to approximately 32,000 accounts (85,000 Equivalent Residential Connections [ERCs]) in both the City and two other municipalities and retail wastewater service to approximately 27,900 accounts (63,000 ERCs) only in the City. The City currently owns and operates a 47.0 million gallon per day (MGD) water treatment plant with all of the wastewater treatment requirements being provided by its 20.5 MGD capacity entitlement in the 70.0 MGD East Central Regional Wastewater Treatment Facility. The City's stormwater utility currently provides stormwater management service to over 27,500 accounts (99,400 equivalent stormwater units [ESUs]). Since 1995, Raftelis (formerly PRMG) has assisted the City on a variety of utility and stormwater projects, including the following:

- We have prepared several comprehensive water, wastewater and stormwater utility rate studies for the City which encompassed essentially all the rates of the City. Specifically, the studies have included: i) a detailed projection of customers by class and water and wastewater usage needs, including the development of a billing frequency to identify water use relationships by customer class; ii) development of a detailed revenue requirements analysis and a financial forecast of system operations, including the preparation of a capital financing plan and flow of funds and liquidity evaluation; iii) an evaluation of the forecasted financial position of the water and wastewater system and stormwater system (separate enterprise funds) recognizing performance benchmarks; and iv) the design of rates (recognizing the water rate contractual terms with the Town of Palm Beach) for the full recovery of costs. The most recent water and wastewater study is scheduled to be completed in 2021. Currently, we are developing a detailed billing analysis for the stormwater system to determine if the basis for fee application (i.e., equivalent stormwater units (ESUs) and allocation of costs (due to services provided in Special 298 Districts and by homeowner associations) should be adjusted; this study is scheduled to be completed in 2021.
- Assisting the City with development of water and wastewater System Capacity Charges or impact fees. The most recent study was completed in 2019.
- Preparation of bond feasibility disclosure reports and related services in support of \$533,453,000 of Utility and Stormwater Revenue and Refunding Bond financings (10 individual financings).
- Providing assistance annually to the City in support of the secondary market disclosure requirements associated with the issuance of Bonds per Securities and Exchange Commission (SEC) Rule 15c2-12(b)(5)(i).



## Lee County, FL

**Water, Wastewater, Solid Waste Rate Sufficiency and Rate Design, Acquisitions, Bond Feasibility Report, Other Related Services**

**Term of Service:** Since 2005, current contract term is through 2023

### Reference:

Pamela S. Keyes, P.E.  
 Utilities Director  
 1500 Monroe Street  
 Fort Myers, FL 33902  
 P: 239.533.8544  
 E: pkeyes@leegov.com

Lee County's (County) Utility System provides retail water service to approximately 81,000 accounts (133,000 Equivalent Residential Connections (ERCs)) and retail wastewater service to approximately 59,000 accounts (106,000 ERCs). The Utility also provides wholesale water and wastewater service to local governments and private utilities. The County's Solid Waste System disposes of over 800,000 tons of waste annually and serves over 253,000 residential units and commercial establishments. Since 2005, Raftelis (formerly PRMG) has assisted the County in a multitude of utility and other rate and financial services, including the following:

- Prepared several water and wastewater rate studies during our tenure with the County, the most recent study being completed in during 2021. This study included the development of a six-year revenue sufficiency and financial forecast of the utility System and included i) the development of a detailed customer forecast including a customer billing frequency to identify water use patterns and to accurately reflect the potential effects on revenues associated with various rate structures; ii) a projection of operating expenses by cost center recognizing changes in operations due to growth, inflation, implementation of the capital improvement plan (CIP), and other factors; iii) the development of a capital financing plan (consisting of over \$459 million in capital needs); iv) the allocation of costs and the re-design of rates; and v) preparation of a report and presentation of rate phasing plan to the Board of County Commissioners (BOCC).
- Prepared Solid Waste collection and disposal financial and cost allocation / rate model including the preparation of several revenue sufficiency and rate evaluation updates.
- Assisting the County with development of Impact fees to recover the carrying cost of reserve capacity for new users.
- Preparation of bond feasibility disclosure reports and related services in support of \$395,670,000 of Utility and \$66,160,000 of Solid Waste Revenue and Refunding Bond financings (6 individual financings).
- Assisted in acquisition of utilities to promote regionalization, including financial due diligence on the operations of the utility system, and assisting in the determination of a reasonable acquisition of the systems.
- Performed a preliminary desktop life cycle cost evaluation in support of the Captiva Island Wastewater Alternative Study with our efforts focused on developing a financial forecast to examine fiscal impacts of alternative wastewater treatment options to certain residents and businesses on Captiva Island that currently utilize On-site Treatment and Disposal Systems ("OSTDS").



## Pinellas County, FL

**Solid Waste Financial Model and Rate Study,  
WTE Renewable Energy Certificate  
Assistance, Utility Rate Sustainability/Rate  
Structure, Utility Business Case**

**Term of Service:** Since 2018, Raftelis has served Pinellas County in a variety of roles

### Reference:

George Gonzalez  
Director, Customer Services Division  
400 S. Ft. Harrison Ave.  
Clearwater, FL 33756  
Ph: 727.464.3714  
E: ggonzalez@pinellascounty.org

Deb Bush  
Solid Waste Division Manager  
3095 114th Ave. N.  
St. Petersburg, FL 33716  
Ph: 727.464.7803  
E: dbush@pinellascounty.org

The County's Utility System provides retail water and wastewater service to approximately 134,000 accounts. The County's Solid Waste System disposes of over 1,000,000 tons of waste annually serving 24 municipalities and unincorporated portions of the County with a population of 975,000 people. Since 2014, Raftelis has assisted the County with a number of utility and solid waste financial services, including the following:

- **Utility business and sustainability analysis:** The County engaged Raftelis in January 2014 to conduct a comprehensive utility business and rate sustainability analysis to provide a comprehensive road map for the County utility over the next decade in terms of customer service, technology, rate structure, and sustainability. The rate sustainability tasks include development of a comprehensive 10-year financial forecast and evaluation of existing rate structures for equity, revenue sufficiency, and long-term sustainability.
- **Widespread Service Disruption Policy Assessment:** Raftelis was engaged by Pinellas County Utilities (PCU) to review and improve its customer service policies related to widespread service disruptions and shutoffs.
- **Customer-Facing Policy Review:** Raftelis assisted in updating the County's utility customer service policy working with a cross-functional core team of subject matter experts from across the customer-facing areas of the utility, with specialties including customer service, development review, wastewater treatment, engineering, maintenance, technical services, water conservation compliance, and billing and collections.
- **Solid Waste Long-range Financial Plan and Rate Studies:**
  - Developed long-range financial planning model to assess impacts from changes in contractual terms with the County's WTE contractor, electric sales customer, and landfill operator;
  - Performed annual solid waste financial projection updates since 2018; and
  - Presented to the Board of County Commissioners and the County's Technical Management Committee (TMC) concerning solid waste fee recommendations.



**Brevard County, FL**  
**Water and Wastewater Rate, Bond**  
**Feasibility, Acquisitions, and Other Related**  
**Services**

**Term of Service:** Since 2008, current contract term is through 2022

**Reference:**  
Edward Fontanin, P.E.  
Utility Services Director  
2725 Judge Fran Jamieson Way  
Viera, FL 32940  
P: 321.633.2091  
E: edward.fontanin@brevardfl.gov

Brevard County's (County) Utility System provides retail water service to approximately 3,000 accounts (3,400 Equivalent Residential Connections [ERCs]) and retail wastewater service to approximately 59,000 accounts (74,000 ERCs) (the County is essentially a wastewater-only provider). The County also manages the Barefoot Bay Water and Sewer District (Barefoot Bay System) which provides water and wastewater service to 5,100 accounts (5,200 ERCs). Since 2008, Raftelis (formerly PRMG) has assisted the County in several utility rate and financial services projects, including the following:

- Initially prepared a water and wastewater rate evaluation for the County System in 2013 which encompassed a six-year revenue sufficiency and financial forecast of the utility System. Services included: i) the development of a detailed customer forecast including a customer billing frequency to identify water use patterns and to accurately reflect the potential effects on revenues associated with various rate structures; ii) a projection of operating expenses by cost center recognizing changes in operations due to growth, inflation, implementation of the capital improvement plan (CIP), and other factors; iii) the development of a capital financing plan (consisting of over \$113 million in capital needs primarily for asset replacement); iv) the allocation of costs and the re-design of rates, including the implementation of a price index adjustment; and v) preparation of a report and presentation of rate phasing plan to the Board of County Commissioners (BOCC).
- Currently, Raftelis is updating the utility rate study with completion planned during 2021. This study represents an update to the 2013 study but also is focusing on the "Save our Indian River Lagoon" initiatives (includes converting wastewater plants to advanced waste treatment) and a significant capital program totaling \$324.7 million over the next five years.
- Prepared water and wastewater revenue requirements and rates evaluation for the Barefoot Bay System coincident with evaluations prepared or being prepared for the County System.
- Preparation of bond feasibility disclosure reports and related services in support of \$25,475,000 of Utility Revenue Bond financings (1 individual financing) and the initiation of bonding for the capital plan identified in the 2021 rate study to be initiated in a series of issues / low interest loans beginning in 2022.
- Assisted in acquisition of utilities to promote regionalization, including financial due diligence on the operations of the utility system, and assisting in the determination of a reasonable acquisition of the systems.



# D. Approach and Methodology

In the development of our rate evaluations, the procedures and techniques employed by Raftelis utilizes a comprehensive business planning approach to address utility rate and financial issues. We believe that the County's utility rate and financial planning process should be consistent with management and policy goals and objectives, financial information systems, and accounting practices and the utility planning process and should address the components shown below in Figure 1.

The business planning process links the County's overall utility program policy and business goals with utility program costs, resources, and pricing methods.

Raftelis' approach to addressing the County's utility rate and financial planning issues will be facilitated by the use of the utility rate and financial planning model that has been prepared with the

County which specifically accommodates the County's budgetary process and business requirements. Our comprehensive business approach and planning tools have allowed our project team to work closely with the County for over 25 years – there is no learning curve, and we bring a wealth of institutional knowledge to the County which makes for a stronger, more cohesive utility business solutions team. We believe in the common team concept and will continue to utilize interactive work review sessions to work with the solutions team to develop strategies that result in balanced and sustainable rate and financial plans and other business analyses that support the County's business objectives (e.g., implementation of septic-to-sewer program).

The utility rate and financial model developed with the County formalizes the business planning and rate development process and models the issues currently being faced by the County. Our analyses are based on best management practices that are specifically tailored to the County's reporting and budgetary systems which provides a "road map" towards the objective of maintaining a strong fiscal position coupled with long-term sustainable rates. The model helps communicate the issues and simplifies the understanding of dynamic financial relationships among customer demand, the cost of operations, the

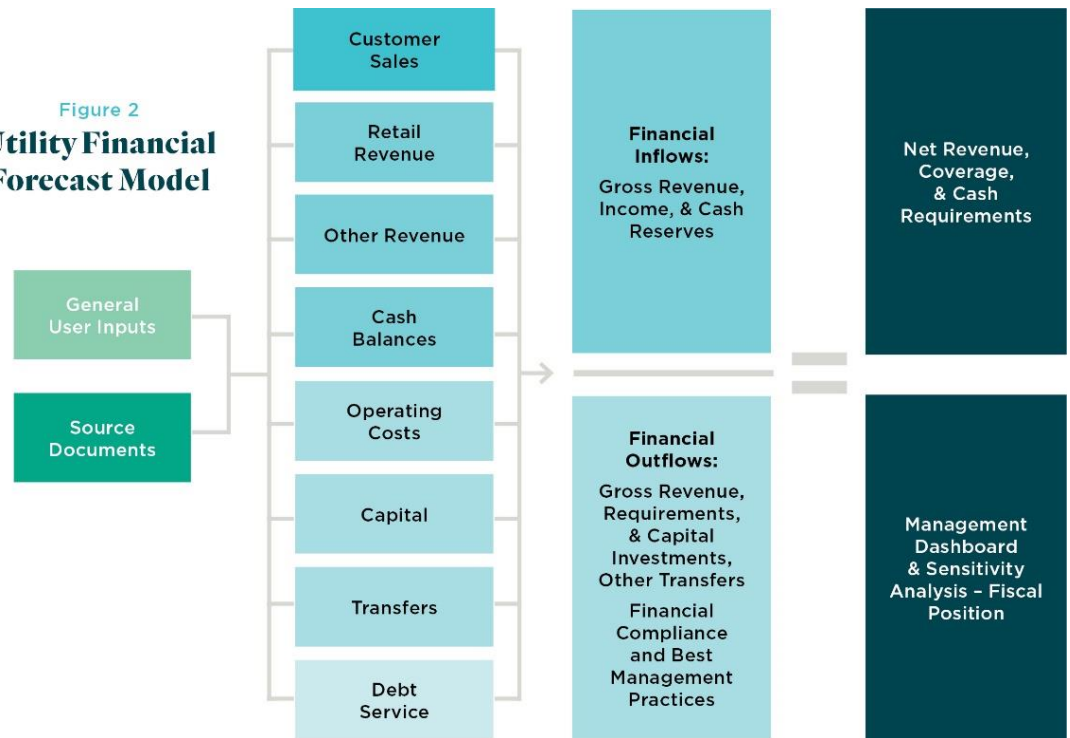
**Figure 1**  
**Utility Business Plan**



The utility rate and financial model developed with the County formalizes the business planning and rate development process and models the issues currently being faced by the County. Our analyses are based on best management practices that are specifically tailored to the County's reporting and budgetary systems which provides a "road map" towards the objective of maintaining a strong fiscal position coupled with long-term sustainable rates. The model helps communicate the issues and simplifies the understanding of dynamic financial relationships among customer demand, the cost of operations, the

effects associated with implementing capital expenditure and corresponding funding programs, availability, and hierarchy of the use of impact fees for capital expenditure and debt service funding, recognition of management and policy decisions, and how these key variables affect the overall revenue requirements and funding needs to be financed from system

**Figure 2  
Utility Financial  
Forecast Model**



rates. As Figure 2 shows, the various rate and financial model components are supported by a general user input section and a management dashboard highlighting the forecast results and estimated fiscal position.

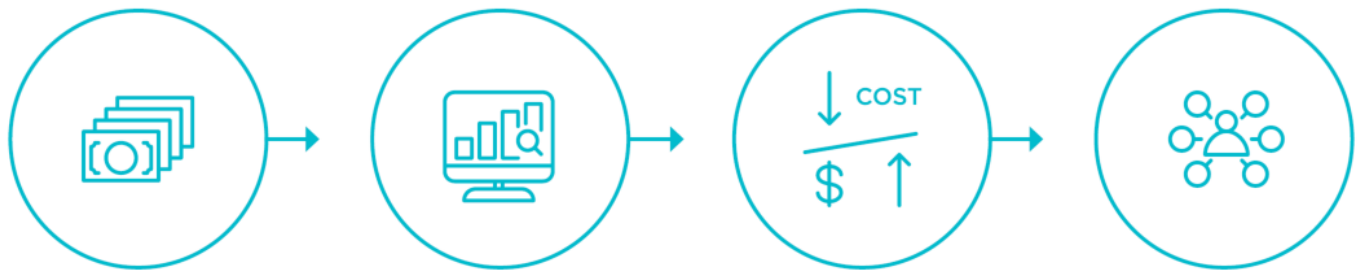
To evaluate the results of the utility financial plan with the County’s business solutions team, the management dashboard has been consistently used to identify and track key policy and management objectives related to financial performance and the adequacy of utility rates. Our interactive model has components that are driven by the dashboard so immediate financial impact analyses can be identified to aid in financial planning and alternative scenario development. Based on the rate and financial model inputs supported by the County, the management dashboard is used to create and review a summary of forecast results on a real-time basis. This allows the Raftelis and County team members to conduct interactive work sessions and develop the parameters of the utility rate and financial plan on a collaborative basis, which is efficient and allows the County to identify assumptions and results. This is also critical as it relates to the presentation of the financial forecast to the credit rating agencies by County staff since they have a full understanding of the analytical process.

The development of the financial model is critical in the determination of the revenue requirements to be recovered from System Gross Revenues (with user charges contributing to 93% of the total Gross Revenues) and the evaluation of the ability of the cash inflows to meet the long-term expenditure and funding requirements of the County’s utility system. Once the revenue requirements are identified, then a financial and rate implementation plan can be prepared consistent with the needs of the County – this provides consistency in the utility business program development and supports the ability to present the results and findings to the Board of County Commissioners (BOCC). Figure 3, on the following page, illustrates our approach in the development of the utility business plan and the design of rates to meet the plan objectives.



Figure 3

Scope of Services Strategy: Tailored Process to Meet the Goals and Objectives of the County



**Phase 1  
Project Initiation and  
Assessment of Current  
Financial State**

- Perform document review of system
- Evaluate existing financial position
- Prepare information request
- Attend meeting to identify issues, objectives, and management goals
- Identify/update financial benchmarks and performance measures
- Identify milestones dates and responsibilities

**Phase 2  
Develop  
Financial Plan**

- Compile customer statistics and prepare bill frequency
- Perform historical revenue reconciliation evaluation
- Prepare customer / flow forecast and revenue projections
- Identify test year operating costs and project costs
- Identify capital re-investment strategies, capital program and develop financing plan
- Evaluate extension programs/non-ad valorem assessments
- Evaluate capacity utilization and facility expansions
- Identify pledged capacity fees
- Evaluate existing and proposed debt requirements
- Perform rate covenant and fiscal policy compliance
- Develop management dashboard and identify fiscal position

**Phase 3  
Cost of Service  
and Rate Design**

- Allocation of costs to primary utility functions
- Classify costs by cause and general benefit
- Development of by-class allocation factors
- Perform cost-of-service analysis
- Design rates for service recognizing historical rate form, customer impacts, industry norms, cost recovery practices, and County objectives
- Develop customer impact evaluation and perform rate recovery test
- Develop rate comparison (county-specific and with other utilities)
- Finalize rate design

**Phase 4  
Communicating  
the Results**

- Develop rate resolution and applicability provisions
- Develop customer outreach / public information program
- Attend meetings with affected customers and develop board of County Commissioner presentations
- Present findings to stakeholders and adopt rates/business plan
- Continuously reevaluate results to maintain utility on “financial path”

As can be seen above our approach involves having a detailed working knowledge of the County and is based on the “single-team” approach which, in our opinion, promotes buy-in by the County and supports the long-term effectiveness of the utility rate and business plan which is ever changing. This has been our approach in serving the County over the past 25 years on a variety of projects such as revenue sufficiency and rate evaluations, utility acquisitions, service area consolidations, and bond feasibility disclosure studies and which we propose to continue in the future.

# E. Total Cost

## Hourly Fee Schedule of Labor Billing

**Rates:** Hourly rates used for the consulting services provided by Raftelis shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

A schedule of Raftelis' initial standard hourly billing rates by job classification to be in effect for the duration of the project is as follows:

Project Team Member / Job Classification	Direct Hourly Rate [1]
Chief Executive Officer / Executive Vice President	\$250
Vice President / Principal Consultant	\$240
Senior Manager/Director of Data Services	\$230
Manager	\$220
Senior Consultant	\$210
Consultant	\$200
Senior Associate	\$180
Associate	\$150
Senior Rate Analyst	\$125
Rate Analyst	\$100
Analyst	\$80
Assistant Analyst	\$65
Creative Services	\$125
Clerical and Administration	\$70

[1] Direct labor hourly rates effective twelve months after the date of execution of an agreement between the County and Raftelis; rates may be adjusted by not more than the net percentage change in the Consumer Price index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter. Any change in direct hourly rates must be approved by the County prior to implementation.

**Standard Cost Rates:** Nominal fee rates apply when additional expenses are incurred during performance of work. A schedule of Raftelis' standard expense rates is as follows:

Expense Description	Standard Cost Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (black and white) (in-house)	\$0.05 per page
Reproduction (color) (in-house)	\$0.25 per page
Reproduction (contracted)	Actual Cost
Computer Time	\$0.00 per hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals [2]	Not to Exceed per Raftelis Employee per County Reimbursement Policy
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[2] Standard cost rates will be based on the County reimbursement policy or Florida Statute Section 112.061, as appropriate, during the billing period referenced on the invoices for services.

Raftelis typically bills for our services on an hourly, not-to-exceed contract maximum basis as opposed to a lump sum amount. Thus, it has been our practice that, to the extent that the actual services performed by Raftelis are less than each work authorization amount, then the County would not be billed for the outstanding balance, absent any request for additional services that the County may need.

# Required Forms



**SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Raftelis Financial Consultants, Inc.
2. This sworn statement is submitted by Robert J. Ori  
Whose business address is: 341 N. Maitland Ave., Suite 300, Maitland, FL 32751  
and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1054069.  
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)
3. My name is Robert J. Ori and my relationship to the entity named above is Executive Vice President
4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolocontendere.
6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: July 14, 2021

Signature: Robert J. Ori

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization this 14<sup>TH</sup> day of JULY, 2021, by ROBERT J. ORI, as EXECUTIVE VICE PRESIDENT of RAFTELUS FINAN. CONS. a NORTH CAROLINA Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced a driver's license issued within the past 5 years as identification.

NOTARY PUBLIC SEAL

Notary Public, State of Florida



Donna L. Cox  
(Printed, Typed or Stamped Name of Notary Public)

CONFLICT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ORANGE

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

- 1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the Executive Vice President (title) of Raftelis Financial Consultants, Inc. (Entity name) and I certify that I have the authority to make the representations set forth within this Affidavit
3. Raftelis Financial Consultants, Inc. (Entity name) intends to do business with Martin County in response to RFB RFP RFQ #: 2021-3343, whereby business will be awarded under a system of sealed, competitive bidding to the lowest or best bidder.
4. I have reviewed Section 112.313(3) and (7), Florida Statutes; and pursuant to the provisions therein, Raftelis Financial Consultants, Inc. (Entity name) doing business with Martin County: does not impact any public officer or employee of Martin County; or does impact a public officer or employee of Martin County; and
5. In compliance with Section 112.313(12), Florida Statutes, the impacted public officer or employee of Martin County, prior to the submission of this bid, has filed a statement with the Supervisor of Elections of Martin County, disclosing their interest, or the interest of their spouse or child, and the nature of the intended business, as set forth in Florida Commission on Ethics Form 3A, http://www.ethics.state.fl.us/Documents/Forms/Form3A.pdf?cp=202058.

Executed this 14th day of July, 2021.

By Robert J Ori (Signature)

By Robert J. Ori, Executive Vice President (Name and Title)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14th day of July, 2021, by Robert J. Ori as Executive Vice President of Raftelis Finan. Cons. a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced a driver's license issued within the past 5 years as identification.

NOTARY PUBLIC SEAL

Notary Public, State of Florida



Donna L. Cox (Printed, Typed or Stamped Name of Notary Public)





## DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder/Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Raftelis Financial Consultants, Inc. does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Robert J. Qui  
Bidder/Contractor Signature

July 14, 2021  
Date





## **ADDENDUM #1**

### **REQUEST FOR PROPOSALS RFP2021-3343**

#### **UTILITY RATE & FINANCIAL CONSULTING**

**BID DUE DATE: JULY 21, 2021 @ 2:30 PM**

The following information shall become part of this bid and shall be binding as if originally contained therein.

#### **QUESTIONS**

1. Are we able to use font sizes smaller than 12pt for headers, footers, charts, graphics, and other elements apart from the main body text of the proposal as long as the text is legible?

**RESPONSE: Yes.**

2. Would the cover and table of contents count toward the page limit?

**RESPONSE: No.**

3. In the RFP document (page 6, item 13), we must furnish evidence of ability to transact business in the State of Florida (i.e., Florida Certificate of Status and Maitland business license). We could shrink these 2 documents to print on one (1) page. Would this count towards the page limit? In which section of the proposal should these documents be placed?

**RESPONSE: Yes, you may shrink the documents to fit onto one page (as long as the information is legible). No, these documents would not count towards the overall page limit.**

4. b. Firm and individual staff qualifications (3-page limit): Where should staff resumes be included? Would a page limit be imposed on resumes?

**RESPONSE: Resumes may be included in the "Firm and Individual Staff Qualifications" section. No page limit will be imposed on resumes.**

5. c. Past experience with similar services/references (1 page per project). Is there a limit on number of projects?

**RESPONSE: No, there is not a limit on number of projects.**

6. e. Total cost (rates/fees) (1-page limit) Should fee be "not to exceed" (based on hourly billing rates) or "lump sum"?

**RESPONSE: Fee should be "not to exceed" based on hourly billing rates.**

RECEIPT OF ADDENDUM #1 IS HEREBY ACKNOWLEDGED

Raftelis Financial Consultants, Inc.

Firm Name

Robert J. Ovi

Signature



## BIDDER'S QUALIFICATION STATEMENT

1. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

Raftelis Financial Consultants, Inc. (Legal Name of Bidder)

- a) The business is a S-Corporation (Insert form of business entity)
- b) The address of the principal place of business is 227 West Trade Street, Suite 1400, Charlotte, NC 28202
- c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

N/A

2. Name, title and email address of person that will sign the contract:  
Name: Robert J. Ori  
Title: Executive Vice President  
Email Address: rori@raftelis.com
3. Federal Employer ID #20-1054069
4. DUNS #809874100
5. State the number of years your business organization has been doing business under this name. 16 years (founded in 1993, name changed in 2004)
6. Have you ever failed to complete a contract awarded to you? If so, state where, when and why?  
No
7. Does your firm have any officer, owner, employee or agent who is also an officer, employee or advisory board member of Martin County? Yes  No  If yes, you may not submit a bid (see instructions to bidders).
8. Is your company a certified Disadvantaged Business, Minority Business Enterprise (MBE), Woman-Owned Business Enterprise (WBE) or Veteran Owned Business? No If yes, attach Certificate.
9. Are you a small business as defined by the SBA? Yes  No  If yes, number of employees N/A and provide certificate.

10. Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five (5) years?  
 Yes  No   
 If yes, explain:
11. Does your organization have any outstanding judgments, demands or liens resulting from violating the State Labor laws, the Business and Professions Regulation statutes, Civil or Criminal decisions?  
 Yes  No   
 If yes, explain:
12. Have there been any suits, liens or surety claims against you or your organization over the past five (5) years for non-payment of sums due subcontractors or suppliers for work completed?  
 Yes  No   
 If yes, explain:
13. Has your organization been cited for violations of OSHA standards and requirements within the past 5 years?  
 Yes  No   
 If yes, explain:
14. Are the Bidder, its principals or affiliates presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any municipal, County, State, or Federal department or agency? Yes  No   
 If yes, explain:
15. List three (3) references, public entities, corporations or individuals, for which you have provided similar goods/services including contact name and telephone number or e-mail address.

Project Name: Hillsborough County, FL – Bond Feasibility Disclosure Report Water and Wastewater System – Fiscal Year 2019  
 Location: Tampa, FL  
 Description of Work: Preparation of a comprehensive Bond Feasibility Financial Disclosure Report and associated services in support of the issuance of \$174.935 million in Utility Revenue and Refunding Bonds, Series 2021.  
 Date of Contract: 6/5/19 (purchase order date)  
 Contract Award Amount: \$86,100  
 Contact Person: Koni Cassini, CPA, Division Director, Public Utilities Department, Hillsborough County  
 Telephone Number: 813-209-3001  
 E-mail Address: [cassinik@hillsboroughcounty.org](mailto:cassinik@hillsboroughcounty.org)

Project Name: Collier County, FL – 2021 Water, Wastewater, and Irrigation Quality Water Rate and Fee Study  
 Location: Naples, FL  
 Description of Work: Preparation of a financial forecast and rate implementation plan, including a detailed revenue sufficiency and cost recovery analysis for the individual water, wastewater,

and irrigation systems, and the design of rates for service (including retail, wholesale, and miscellaneous service charges).

Date of Contract: 9/11/20 (purchase order date)

Contract Award Amount: \$119,750

Contact Person: Joseph Bellone, Director, Financial Operations, Collier County

Telephone Number: 239-252-2351

E-mail Address: [joseph.bellone@colliercountyfl.gov](mailto:joseph.bellone@colliercountyfl.gov)

Project Name: Sarasota County, FL – 2020 Revenue Sufficiency and Retail and Wholesale Cost of Service and Rate Design Analysis

Location: Sarasota, FL

Description of Work: Preparation of a financial forecast and rate implementation plan, including a detailed revenue sufficiency and cost recovery analysis for the individual water and wastewater systems, and the design of rates for service (including retail rates, water quality charges (wastewater), and price index codification).

Date of Contract: 12/5/19 (purchase order date)

Contract Award Amount: \$61,600

Contact Person: Joseph A. Jones, Finance Manager, Sarasota County Public Utilities

Telephone Number: 941-861-0589

E-mail Address: [jojones@scgov.net](mailto:jojones@scgov.net)

**I certify that the above information is true and correct.**

Robert J. Ori

Name of Authorized Representative (Print)

Executive Vice President

Title

20-1054069

Federal Tax I.D. Number

407.628.2600

Phone Number

rori@raftelis.com

E-mail address



Authorized Signature





CITY OF MAITLAND  
 FINANCE DEPARTMENT  
 1776 INDEPENDENCE LANE  
 MAITLAND, FL 32751

RAFTELIS FINANCIAL CONSULTANTS INC  
 MATT JACKSON  
 227 WEST TRADE ST #1400  
 CHARLOTTE, NC 28202

This is your Local Business Tax Receipt, formerly known as an Occupational License. Please detach the receipt below and post in a conspicuous place. If you have any questions about your receipt please contact 407-539-6253.

If this is a new business tax receipt, you must now proceed to obtain a tax receipt from Orange County also. You may call the County at 407-836-5650 or visit their website at [www.octaxcol.com](http://www.octaxcol.com) for more information.



CUT HERE

CITY OF MAITLAND, 1776 INDEPENDENCE LANE, MAITLAND, FL 32751

LOCAL BUSINESS TAX RECEIPT # 13791

EFFECTIVE: 10/01/20

EXPIRATION: 09/30/21

LOCATION: 341 N MAITLAND AVE #300

RAFTELIS

RAFTELIS FINANCIAL CONSULTANTS INC

CATEGORY: BUSINESS

TYPE: SERVICES; BUSINESS CONSULTING

The person, firm, or corporation named above is hereby granted this receipt for fees paid to the City of Maitland for the business described above for the period indicated. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of law or ordinance. The City of Maitland does not guarantee the qualifications of the holder of this receipt.

POST IN A CONSPICUOUS PLACE

NOT VALID UNLESS SIGNED BY CITY OFFICIAL

# *State of Florida*

## *Department of State*

I certify from the records of this office that RAFTELIS FINANCIAL CONSULTANTS, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on February 10, 2005.

The document number of this corporation is F05000000923.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 2, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the First day of July, 2021*



*Ronald R. De*  
Secretary of State

Tracking Number: 9092185549CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**MEMORANDUM**

**Date:** \_\_\_\_\_

**Re:** Records Retention

**Contract No.:** \_\_\_\_\_

**Contract Title:** \_\_\_\_\_

**Vendor:** Raftelis Financial Consultants, Inc.  
227 West Trade Street, Suite 1400  
Charlotte, NC 28202

**Amount:** By task order as issued by the Town of Ponce Inlet.

**Term:** Three years (plus two one-year renewal options)

**COOPERATIVE PURCHASE AGREEMENT BETWEEN  
THE TOWN OF PONCE INLET AND  
RAFTELIS FINANCIAL CONSULTING, INC.**

**THIS AGREEMENT** is made by and between the TOWN OF PONCE INLET, a municipal corporation of the State of Florida, whose address is 4300 South Atlantic Avenue, Ponce Inlet, Florida 32127 (the “Town”), and RAFTELIS FINANCIAL CONSULTANTS, INC., a foreign profit corporation, whose address is 227 West Trade Street, Suite 1400, Charlotte, North Carolina 28202 (the “Contractor”)(collectively the “Parties”).

***WITNESSETH:***

**WHEREAS**, on September 13, 2021, the Martin County Board of County Commissioners and the Contractor executed a Utility Rate and Financial Consulting Services Agreement, attached hereto as Exhibit “A”, and made a binding part hereof by this reference, which was competitively solicited for and negotiated by Martin County through RFP #2021-3343; and

**WHEREAS**, the Town desires to receive services from the Contractor under substantially the same terms and conditions of the Martin County Utility Rate and Financial Consulting Services Agreement, including the exhibits incorporated therein, and any amendments and renewals issued thereto (collectively referred to as the “Underlying Contract”); and

**WHEREAS**, the Contractor has exhibited through its response to Martin County’s RFP #2021-3343 that it is capable of providing the services required by the Town; and

**WHEREAS**, Town Code Sec. 2-357 authorizes the Town to select and contract with vendors using the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

**WHEREAS**, the Underlying Contract is eligible for cooperative purchase pursuant to Section 11.1.C. of the Martin County Board of County Commissioners Purchasing Manual, which was adopted by Resolution No. 23-20.1.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

**SECTION 1.            TERM**

The term of this Agreement shall begin on the date of execution and shall remain in effect for three (3) years, unless otherwise terminated pursuant to the terms of the Underlying Contract. This Agreement can be extended for two (2) additional one-year terms upon written agreement by both Parties.

**SECTION 2.**            **BASIS OF AGREEMENT**

Except as otherwise stated herein, and where the context requires otherwise, such as for but not limited to compliance with the Town’s ordinances and regulations, the terms and conditions of the Underlying Contract shall form the basis of this Agreement with the Town having the rights, duties, and obligations of the Martin County Board of County Commissioners thereunder. All recitals, representations, and warranties of the Contractor made in the Underlying Contract are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. If any provision of this Agreement conflicts with any provision of the Underlying Contract, then the terms, conditions, and provisions of this Agreement shall control.

**SECTION 3.**            **INSURANCE**

The Contractor shall maintain insurance, as required herein, during the life of this Agreement. The Contractor shall provide to the Town a certificate of insurance endorsing the Town of Ponce Inlet as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the Town. For Workers’ Compensation coverage, the Contractor’s insurance certificate shall include the insurer’s waiver of subrogation in lieu of endorsing the Town as an additional insured for Workers’ Compensation. The Town shall not accept Workers’ Compensation Exemptions. The Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the Town’s Leased Employee Affidavit Form. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers’ Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of “A-” in the “Best Key Rating Guide” published by A.M. Best & Company, Inc. The Contractor shall not commence work under this Agreement until the Town has received the certificate(s) of insurance with endorsement evidencing the required insurance. The certificate(s) of insurance and required insurance policies shall contain provisions stipulating that insurers shall provide the Town written notice of cancellation, nonrenewal, or any other changes in coverage no later than thirty (30) days prior to the effective date of the change.

The Contractor shall require each of its subcontractors to obtain insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the Town. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage shall not relieve the Contractor of any contractual responsibility, obligation, or liability.

The Town reserves the right to increase insurance coverage as determined for higher risk contracts. The Town's acceptance of a Certificate of Insurance does not constitute an endorsement or confirmation that the insurance requirements outlined in this Agreement have been met. The Contractor remains fully responsible for securing and maintaining the required insurance coverage; acceptance of the certificate does not, in any way, waive the Contractor's obligation to fully comply with the insurance provisions as stipulated herein.

The Contractor and all subcontractors are required to maintain, throughout the term of this Agreement, insurance coverages as specified herein. Failure to maintain such coverage constitutes a material breach of this Agreement. In the event of such a breach, the Town reserves the right to terminate this Agreement or purchase the required insurance coverages on the Contractor's behalf and charge the Contractor for all costs associated with such purchased insurance. The Town is under no obligation to purchase such insurance on the Contractor's behalf. Additionally, the Town assumes no responsibility for the adequacy of any purchased coverage, the insurance company chosen, or any claims arising from the purchased insurance. The Town's decision to acquire insurance, if any, shall not be interpreted as a waiver of any of its rights and remedies under this Agreement.

<b>Standard Insurance Requirements</b>				
<input checked="" type="checkbox"/>	<b>Insurance</b>	<b>Standards</b>		<b>Additional Requirements</b>
<input checked="" type="checkbox"/>	<u>Workers' Compensation</u> The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Towns' Liability. Said coverage shall include a waiver of subrogation in favor of the Town. <b>The Town will not accept elective exemptions.</b> Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$20 million	<u>Limits</u> Statutory/\$1,000,000	<input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.  <input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.
<input checked="" type="checkbox"/>	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<b>Additional Insurance Requirements</b>				
<input type="checkbox"/>	Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of Contract.  "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA.	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<input checked="" type="checkbox"/>	Professional Liability	<u>Limits:</u>	Coverage - \$1,000,000	

<input type="checkbox"/>	Installation Floater (IT)	<u>Limits:</u>	Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Engineer Pollution Liability	<u>Limits:</u>	Coverage - \$1,000,000	
<input checked="" type="checkbox"/>	Errors and Omissions	<u>Limits:</u>	Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	<u>Limits:</u>	Coverage - \$ <u>To be determined</u>	
<input type="checkbox"/>	Payment and Performance Bond Required	<u>Limits:</u>	Coverage - Equal to amount of Contract	
<input type="checkbox"/>	<b>Town Manager waives Payment and Performance Bond for work under \$25,000.00.</b>			
<input type="checkbox"/>	<b>Unless otherwise required by law, Town Manager waives Insurance for FOB goods under \$25,000.00</b>			

**SECTION 4. NOTICE**

The Parties hereto agree and understand that written notice, mailed, emailed, or delivered to the last known mailing address, shall constitute sufficient notice to the Town and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the Town and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

TOWN: Town of Ponce Inlet  
 Attn: Mike Disher, Town Manager  
 4300 South Atlantic Avenue  
 Ponce Inlet, Florida 32127

*Copy to:* Clifford B. Shepard, Esquire  
 Shepard, Smith, Kohlmyer & Hand, P.A.  
 2300 Maitland Center Pkwy; Suite 100  
 Maitland, Florida 32751

CONTRACTOR: Raftelis Financial Consultants, Inc.  
 227 West Trade Street, Suite 1400  
 Charlotte, North Carolina 28202

**SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Volusia County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

**SECTION 6. MODIFICATION**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument executed by both Parties. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment to this Agreement hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 7. FUND AVAILABILITY AND USE OF CONTRACTOR**

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the Town. In its sole discretion, the Town reserves the right to forgo use of the Contractor for any project which may fall within the scope of services listed herein.

**SECTION 8. JOINT AUTHORSHIP**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

**SECTION 9. EQUAL OPPORTUNITY EMPLOYER**

The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors utilized in providing the services required herein will comply with all equal opportunity employment laws.

**SECTION 10. INDEMNIFICATION**

The Contractor agrees to be liable for all damages, losses, and expenses incurred by the Town, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, subcontractors, representatives, volunteers, or the like. The Contractor agrees to indemnify, defend, and hold the Town harmless for all claims, suits, judgments, damages, losses, and expenses, including but not limited to, court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, subcontractors, representatives, volunteers, or the like, through and including any appeals. The Parties agree that in all instances the Town's liability is limited to the monetary amounts set forth in s. 768.28, Florida Statutes, and shall survive termination or natural expiration of this Agreement.

**SECTION 11. AUDITING, RECORDS, AND INSPECTION**

In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. Throughout the term of this Agreement and any extensions thereto, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the Town and shall be retained by the Contractor for a period of three (3) years after termination or completion of the Agreement, or until the full Town audit is complete, whichever comes first. The Town shall retain the right to



audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Town also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor can fulfill its contractual obligations to the satisfaction of the Town. The Town has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

**SECTION 12. PUBLIC RECORDS**

A. Pursuant to Section 119.0701, Florida Statutes:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS:**

**TOWN CLERK: KIM CHERBANO  
4300 S. ATLANTIC AVENUE  
PONCE INLET, FL 32127  
(386)236-2150  
KCHERBANO@PONCE-INLET.ORG**

B. Contractor agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the Town to perform services pursuant to this Agreement.
2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term and following completion of this Agreement if the Contractor does not transfer the records to the Town.
4. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in the Contractor's possession or keep and maintain the public records as required by the Town. If the Contractor transfers all public records to the Town upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion

of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.

**SECTION 13. USE OF TOWN NAME, LOGO, SEAL, FLAG, AND/OR LETTERHEAD**

The Contractor may only use the Town’s name, logo, seal, and/or flag with the express written permission of the Town and consistent with any Town policy related to the same. In addition, the Contractor shall not use the Town’s letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the Town.

**SECTION 14. SOVEREIGN IMMUNITY**

Nothing in this Agreement or any amendments thereto shall be deemed to affect the rights, privileges, and immunities of the Town as set forth in s. 768.28, Florida Statutes, nor shall be a waiver of Town’s sovereign immunity, whether by contract or by law. This Section shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective this \_\_ day of \_\_\_\_\_, 2024.

**Town of Ponce Inlet**

**Raftelis Financial Consultants, Inc.**

\_\_\_\_\_  
Mike Disher, Town Manager

\_\_\_\_\_  
Signature

**ATTEST**

\_\_\_\_\_  
Print

\_\_\_\_\_  
Kim Cherbano, Town Clerk

\_\_\_\_\_  
Title

**Approved as to form:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clifford B. Shepard, Town Attorney

**Exhibit "A"**  
Underlying Contract between  
Martin County, Florida and  
Raftelis Financial Consultants, Inc.

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback)



**AGREEMENT BETWEEN COUNTY AND CONSULTANT  
FOR CONTINUING SERVICES**

THIS AGREEMENT, effective this 13th day of September in the year, 2021, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONSULTANT: Raftelis Financial Consultants, Inc.  
(hereinafter CONSULTANT) 227 West Trade Street, Suite 1400  
Charlotte, NC 28202

Contract Name: Utility Rate & Financial Consulting

Contract Number: RFP2021-3343

Term: Three (3) years (plus two one-year renewal options)  
Not to exceed five (5) years

Not to Exceed Amount: \$400,000.00

Section 1	Scope of Services
Section 2	Term
Section 3	County's Responsibilities
Section 4	Payments to Consultant
Section 5	Consultant's Project Team
Section 6	Independent Contractor Relationship
Section 7	Conflict of Interest
Section 8	No Contingency Fees
Section 9	Notices
Section 10	Waiver of Claim
Section 11	Indemnification
Section 12	Insurance
Section 13	Dispute
Section 14	Licenses
Section 15	Termination
Section 16	Suspension
Section 17	Materials
Section 18	Miscellaneous
Exhibit A	Scope of Services
Exhibit B	Fee Schedule

## **SECTION 1 SCOPE OF SERVICES**

### **1.1 Basic Scope of Services**

The Basic Scope of Services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The CONSULTANT shall provide Services for the COUNTY in all phases of the Project to which this AGREEMENT applies as hereinafter provided and within the schedule set forth in Exhibit A. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in accordance with the generally accepted standards of the applicable profession.

The COUNTY is selecting CONSULTANT as of this day, to provide services in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposal (RFP) document, and any and all addenda, modifications and revisions thereto.

### **1.2 Notice to Proceed**

The CONSULTANT shall commence work within ten (10) days after receiving the fully executed contract unless indicated otherwise.

## **SECTION 2 TERM**

The term of this AGREEMENT shall commence on the date of execution of this AGREEMENT by the COUNTY and continue through approval of the final reports by the COUNTY. It is also agreed that the COUNTY shall have an option for extension of this AGREEMENT, as necessary to complete the services or to provide additional services.

## **SECTION 3 COUNTY'S RESPONSIBILITIES**

### **3.1 Information Pertinent to the Project**

The COUNTY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project (including previous reports and any other relevant documents and data relative to the Project). The CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the CONSULTANT is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, any material inconsistencies or errors in such data which come to the CONSULTANT's attention.

### **3.2 Access to Property**

The COUNTY shall arrange for access to, and make provisions for, the CONSULTANT to enter upon public and private property (where required) as necessary for the CONSULTANT to perform its Services upon the timely written request of CONSULTANT to COUNTY.

### 3.3 Examination

The COUNTY shall examine any and all studies, reports, and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

### 3.4 No Warranty by COUNTY

Approval by the COUNTY of any of the CONSULTANT's work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT or any Specialty

### 3.5 Extension of Time

#### 3.5.1 Notice of Extension of Time

The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT's Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this AGREEMENT, then the CONSULTANT shall promptly notify the COUNTY. At the COUNTY's sole discretion, and only upon the previous submittal to the COUNTY of evidence of the causes of the delay, the COUNTY may grant the CONSULTANT an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

#### 3.5.2 Force Majeure

The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions (as defined by comparison to 10-year historical average), acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

### 3.6 County Project Manager

The COUNTY reserves the right to appoint a Project Manager for this Project. The Project Manager shall issue all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this AGREEMENT. The Project Manager shall also:

- A. act as the COUNTY's agent with respect to the Services rendered hereunder;



- B. transmit instructions to and receive information from the CONSULTANT;
- C. communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services;
- D. determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and
- E. determine, initially, the merits of any allegation by the CONSULTANT respecting the COUNTY's non-performance of any Project obligation.

All determinations made by the Project Manager, as outlined above, shall be final and binding upon the CONSULTANT, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the COUNTY, or appearances before or appeals to a court of competent jurisdiction.

## **SECTION 4 PAYMENTS TO CONSULTANT**

### **4.1 General**

4.1.1 The COUNTY will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's invoices ("Invoices"), in accordance with the Contract and Section 218, Fla. Stat.

4.1.2 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the COUNTY and CONSULTANT, then the CONSULTANT shall perform such Services without liability to the COUNTY, and at the CONSULTANT's own risk.

### **4.2 Method of Payments by COUNTY**

4.2.1 For Basic Scope of Services, CONSULTANT shall submit invoices in a form approved by the COUNTY.

### **4.3 Time of Payment**

The COUNTY shall pay CONSULTANT for Services and expenses pursuant to Florida Statute after receipt of the CONSULTANT's invoice. Any portion of an invoice that is objected to or questioned by the COUNTY shall not be considered due for the purposes of this Section. To the extent the COUNTY does not pay CONSULTANT the total amount invoiced, the COUNTY shall provide the CONSULTANT a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

### **4.4 Scope, Cost and Fee Adjustment**

#### **4.4.1 General**

The COUNTY may at any time notify the CONSULTANT of requested changes to the Scope of Basic Services as set forth in Exhibit A to this AGREEMENT. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in Exhibit B to reflect such modification. The CONSULTANT and the COUNTY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Basic Services must be approved or

authorized by the COUNTY. Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the COUNTY and the CONSULTANT.

#### 4.4.2 Scope Reduction

The COUNTY shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the Scope of Services for the overall Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction.

#### 4.5 Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any Final Payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the COUNTY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the COUNTY under the provisions of this AGREEMENT. This Section does not affect any other portion of this AGREEMENT that extends obligations of the parties beyond Final Payment.

### **SECTION 5 CONSULTANT'S PROJECT TEAM**

The CONSULTANT shall assign members of its staff as the CONSULTANT's Project Team, who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the COUNTY the authority and powers that the CONSULTANT's Project Team shall possess during the life of the Project. The CONSULTANT agrees that the COUNTY shall have the right to approve the CONSULTANT's Project Team, and that the CONSULTANT shall not change any member of its Project Team without written notice to the COUNTY. Furthermore, if any member of the CONSULTANT's Project Team is removed from Project duties, or employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminates his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the COUNTY's approval. The COUNTY covenants that its approval shall not be unreasonably withheld.

### **SECTION 6 INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is and shall be an independent contractor in the performance of all work, services, and activities under this AGREEMENT and is not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT 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 such power or authority that is specifically provided for in this AGREEMENT.

## **SECTION 7 CONFLICTS OF INTEREST**

7.1 The CONSULTANT represents and warrants to the COUNTY that no officer, employee, or agent of the COUNTY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the COUNTY 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 AGREEMENT, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this AGREEMENT. Further, the CONSULTANT also acknowledges that it has not agreed as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of any person, company, individual or firm in connection with carrying out this AGREEMENT. It is understood and agreed by the CONSULTANT that, upon the breach or violation of this Section, the COUNTY shall have the right to terminate the AGREEMENT without liability and at its sole discretion, and to deduct from the AGREEMENT price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the CONSULTANT.

7.2 The CONSULTANT represents that it presently has no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statutes. The CONSULTANT represents that no person having any such interest shall be employed during the term of this AGREEMENT, including any officer, employee or agent of the COUNTY.

7.3 The CONSULTANT represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the CONSULTANT's ability to perform the services required by this AGREEMENT. Further, the CONSULTANT represents and warrants that throughout the term of this AGREEMENT, it will not undertake any work that would create such a conflict in interest.

7.4 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 that 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 as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into 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 its option, enter into such 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.

## **SECTION 8 NO CONTINGENCY FEES**

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

## **SECTION 9 NOTICES**

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONSULTANT at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30-day prior written notice to the other party given in accordance with the provisions of this Section.

## **SECTION 10 WAIVER OF CLAIM**

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

## **SECTION 11 INDEMNIFICATION**

### **11.1 Indemnification**

CONSULTANT shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. CONSULTANT'S obligation under this provision shall not be limited in any way by the Firm Fixed Price, or CONSULTANT'S, or its Professionals', Subconsultants', or Subcontractors' limit of, or lack of, sufficient insurance. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. The parties acknowledge that the duties and limits of indemnity coverage provided by the CONSULTANT herein are as set forth in §725.08, Fla. Stat. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability claim or loss exists.

### **11.2 Repair of Damage**

The CONSULTANT agrees to promptly repair, at its sole cost and expense and in a manner acceptable to the COUNTY, any damage caused by the CONSULTANT or any Specialty Consultant, or by any of their respective employees or agents, to COUNTY property, or to any improvements or property located thereon.

## SECTION 12 INSURANCE

### 12.1 General.

The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, including tail coverage, and any other insurance necessary to fully protect CONSULTANT from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Specialty Consultants, or anyone for whose act or acts it may be liable:

- A. claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- B. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- C. claims for damages for personal injury; and
- D. claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting there from; and
- E. claims for professional liability/errors and omissions.

CONSULTANT shall furnish the COUNTY with Certificate(s) of Insurance signed by an authorized representative of the insurer evidencing the insurance so required. The Certificate(s) of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal, or restriction of coverage.

### 12.2 Limits of Liability

The insurance required by this Section shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation:

- Worker's Compensation including Employer's Liability Insurance. (present Florida statutory limit)
- Employer's liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 per occurrence.
- Comprehensive General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Acord forms marked "Policy" or "Location" shall be considered non-compliant. Instead, check "Project" (meaning the "Contract") for the aggregate limit. No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured.

- Professional liability insurance at minimum limits of \$1,000,000.
- Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000. Liability Limits should be shown as “Primary”.

### 12.3 Insurance Administration

Insurance Certificates, evidencing all insurance coverage referred to in this Section, shall be filed (or be on file) with the COUNTY at least ten (10) calendar days before the final execution of this AGREEMENT. The Insurance Certificates shall be fully acceptable to COUNTY in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled (Coverage Change) without at least thirty (30) calendar days prior written notice having been given to the COUNTY. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the COUNTY, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by COUNTY within the time limits described in this Section.

### 12.4 COUNTY as Additional Insured

The COUNTY shall be listed as an additional insured on all insurance coverage required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the CONSULTANT's, or the CONSULTANT's Specialty Consultant's, or all of these entities' (Primary Insured's) insurance, shall apply on a primary basis, and that any other insurance maintained by the COUNTY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance. Where the COUNTY has been named as an additional insured, the CONSULTANT shall include the provisions of this Section in its Specialty Consultant's contracts, and the Primary Insured's insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or additional insured in the same manner as if separate policies had been issued to each. This Section does not increase the dollar amount of insurance for either per occurrence or aggregate coverage.

### 12.5 Notifications

The CONSULTANT acknowledges, understands, and agrees that it shall give prompt and prior written notice to the COUNTY that any insurance policy defined or contemplated in this Section has been invalidated because of the violation of any term or provision of any other insurance policy issued to the CONSULTANT.

### 12.6 Waiver of Subrogation

CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

## **SECTION 13 DISPUTE RESOLUTION**

13.1 Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. Each party to the mediation shall pay the mediator's fee in equal shares.

13.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

13.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

#### **SECTION 14 LICENSES**

The CONSULTANT shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described herein. The CONSULTANT shall also require all Specialty Consultants to comply by contract with the provisions of this Section.

#### **SECTION 15 TERMINATION**

##### 15.1 Termination

##### 15.1.1 Generally

This AGREEMENT may be terminated as follows:

- A. by the COUNTY, at its convenience pursuant to paragraph 15.2;
- B. by the COUNTY for CONSULTANT's failure to adequately perform the Agreement, pursuant to paragraph 15.3;
- C. by the mutual agreement of the parties; or
- D. as may otherwise be provided below.

In the event of the termination of this AGREEMENT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

##### 15.2 Termination for COUNTY's Convenience

The COUNTY, by written notice, shall have the right to terminate and cancel this Agreement, without the CONSULTANT being at fault, for any cause or for its own convenience, and require the CONSULTANT to immediately stop work. In such event, the COUNTY shall pay the CONSULTANT for the work



actually performed. The COUNTY shall not be liable to the CONSULTANT for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

### 15.3 Termination for CONSULTANT's Failure to Perform

In addition to any other termination provisions that may be provided in this AGREEMENT, the COUNTY may terminate this AGREEMENT in whole or in part if the CONSULTANT makes a false Invoice or fails to perform any obligation under this AGREEMENT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONSULTANT of written demand from the COUNTY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefore.

### 15.4 Payment upon Termination

Upon termination of this AGREEMENT, the COUNTY shall pay the CONSULTANT for those Services actually rendered and contracted for under this AGREEMENT, and those reasonable and provable expenses required and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Where the AGREEMENT is terminated for cause by the COUNTY, such payment shall be reduced by an amount equal to any additional costs incurred by the COUNTY as a result of the termination.

### 15.5 Delivery of Materials Upon Termination

In the event of termination of this AGREEMENT by the COUNTY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the COUNTY, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Specialty Consultant, in rendering the Services described herein, and not previously furnished to the COUNTY by the CONSULTANT pursuant to this AGREEMENT. The Documents shall be the sole property of the COUNTY, and the COUNTY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Specialty Consultants agree in writing to be bound by the provisions of this Section.

## **SECTION 16 SUSPENSION**

The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this AGREEMENT. Such direction shall be in writing and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified or upon such other date as the COUNTY may thereafter specify in writing. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this AGREEMENT; provided, however, that any work stoppage not approved or caused by the actions or inactions of the COUNTY shall not give rise to any claim against the COUNTY by the CONSULTANT.

**SECTION 17**  
**MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY**

The final work product of all such materials along with all formal CONSULTANT/COUNTY correspondence concerning the Project shall be the sole property of the COUNTY. All materials described above shall be retained by the CONSULTANT for the statutory period (§95.11 Fla. Stat., as it may be from time to time amended). Furthermore, the COUNTY may reuse them at no additional cost, and the COUNTY shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that the CONSULTANT shall not be liable or legally responsible to anyone for the COUNTY's reuse of any such materials on any other COUNTY Project and that the COUNTY timely notified the CONSULTANT of such potential liability.

**SECTION 18**  
**MISCELLANEOUS PROVISIONS**

18.1 Local, State and Federal Obligations

18.1.1 No Discrimination

The CONSULTANT, for itself, its delegates, successors interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this AGREEMENT on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section, the COUNTY shall have the right to terminate this AGREEMENT, without liability, as set forth in Section 15 of this AGREEMENT, and such right shall not be exercised unreasonably.

18.1.2 Compliance with Law

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, codes, mandatory guidelines, and mandatory directions, including §287.055, Fla. Stat., and §553.70 et. seq., Fla. Stat., which may pertain or apply to the Services that may be rendered pursuant to this AGREEMENT, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all Specialty Consultants shall comply with the provisions of this Section.

18.1.3 Compliance with New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the COUNTY or the CONSULTANT to qualify for local, state, or federal funding for the Services rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with

applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the COUNTY shall have the right, by written notice to the CONSULTANT, to terminate this AGREEMENT without liability, as outlined in Section 15, above. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this AGREEMENT, then the COUNTY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend this AGREEMENT.

## 18.2 CONSULTANT Not Agent of County

The CONSULTANT is not authorized to act as the COUNTY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the COUNTY hereunder, either in CONSULTANT's relations with Specialty Consultants, or in any other manner whatsoever except as elsewhere provided for in this AGREEMENT.

## 18.3 Specialty Consultants

### 18.3.1 General

The CONSULTANT shall have the right, conditioned upon the COUNTY's prior consent (which shall not be unreasonably withheld), to employ or use (whether or not for compensation or consideration of any nature whatsoever) other firms, consultants, contractors, subcontractors, and so forth (Specialty Consultants); provided, however, that the CONSULTANT shall: 1) inform the COUNTY as to the nature of particular Services for which the Specialty Consultants shall be employed; 2) inform the COUNTY as to the extent (what percentage) of the total Project Services each Specialty Consultant shall be employed to do; 3) be solely responsible for the performance of all of the CONSULTANT's Specialty Consultants, including but not limited to maintenance of schedules, correlation of Services, and the resolution of all differences between or among them; 4) promptly terminate the use and services of any Specialty Consultants upon written request from the COUNTY (which may be made for the COUNTY's convenience); and 5) promptly replace each such terminated Specialty Consultant with a Specialty Consultant of comparable experience and expertise and who are otherwise acceptable to the COUNTY. After the Specialty Consultant has received notice of the termination, or two (2) business days after the COUNTY has notified the CONSULTANT in writing of the required termination of the Specialty Consultant whichever shall occur first, the COUNTY shall have no obligation to reimburse the CONSULTANT for the Services subsequent to the notice of termination of any Specialty Consultant who may be terminated pursuant to the provision of this Section. It is also understood that the COUNTY does not, by accepting a Specialty Consultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

### 18.3.2 Work Outside Scope and Time of Payment

The COUNTY shall have no obligation to reimburse the CONSULTANT for the services of any Specialty Consultant that may be in addition to the Services, or for those Specialty Consultant Services not previously made known to the COUNTY, or that are otherwise outside of the Scope of the Project unless and until the COUNTY has given written approval of such reimbursement. CONSULTANT agrees to pay all such Specialty Consultants for their Project related Services within thirty (30) calendar days after the CONSULTANT's receipt of payment, from the COUNTY for work performed by the Specialty Consultants, unless such payment is disputed by the CONSULTANT, and the COUNTY receives written notice thereof.

### 18.3.3 Specialty Consultant Contracts

The CONSULTANT shall provide a copy of all relevant provisions of this AGREEMENT to all Specialty Consultants hired by it, or for which it may have management responsibilities and shall inform all Specialty Consultants that all Services performed hereunder shall strictly comply with the AGREEMENT terms and provisions. The CONSULTANT shall also furnish the COUNTY, upon demand, with a copy of all CONSULTANT Specialty Consultant contracts. The COUNTY agrees that it shall not demand that the CONSULTANT hire a particular Specialty Consultant for the Project.

### 18.4 Assignment and Delegation

The COUNTY and the CONSULTANT bind themselves and their respective partners, successors, executors, administrators, and assigns, to the other party of this AGREEMENT in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this AGREEMENT; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or either or both of these things, under this AGREEMENT without the prior written consent of the COUNTY. The COUNTY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the COUNTY's consent, then the COUNTY may terminate this AGREEMENT as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The COUNTY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this AGREEMENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY or the CONSULTANT.

### 18.5 Audits

#### 18.5.1 Periodic Auditing of CONSULTANT's Books

The Consultant's financial and accounting records ("Books") specific to this AGREEMENT may (but need not) be kept separate and apart from the CONSULTANT's other Books; but the COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books related to business conducted under this AGREEMENT for the COUNTY, for the purpose of verifying the accuracy of any Invoice or Completion Report and to ensure payment to subconsultants or vendors of the CONSULTANT. In addition, upon request of the COUNTY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the COUNTY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the COUNTY to the CONSULTANT related to business conducted under this AGREEMENT. The audit shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

#### 18.5.2 Retention of Books

The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or such longer time if

required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

### 18.5.3 Overpayment

In the event any audit or inspection conducted after final payment, but within the period provided in Section 15 above, reveals any overpayment to the CONSULTANT by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

### 18.6 Availability of Funds

The obligations of the COUNTY under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Martin County.

### 18.7 Pledge of Credit

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 AGREEMENT.

### 18.8 Public Records

18.8.1 The CONSULTANT shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically CONSULTANT shall:

- a. Keep and maintain public records required by the County to perform the Agreement.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records required by the County to perform the Agreement. If the CONSULTANT transfers all public records to the County upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**18.8.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public\_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.**

18.8.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

#### 18.9 Federal and State Taxes

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONSULTANT shall not be exempt from paying sales tax to its 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. The CONSULTANT shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this AGREEMENT.

#### 18.10 Governing Law; Venue

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation pursuant to Article 13 above.

The validity, interpretation, construction, and effect of this AGREEMENT shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

#### 18.11 Remedies, Attorneys' Fees and Costs

All remedies provided in this AGREEMENT shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this AGREEMENT or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, each party shall bear its own costs and attorney's fees.

#### 18.12 Entire Agreement

This AGREEMENT, including the Exhibits hereto and bid package, constitutes the entire AGREEMENT between the parties, and shall supersede and replace all prior or contemporaneous negotiations, correspondence, conversations, agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

#### 18.13 Amendment

This AGREEMENT may be amended or modified only by a writing of import equal to this AGREEMENT, and as duly authorized and executed by the parties.

#### 18.14 Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this AGREEMENT, then the application of such term 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 AGREEMENT shall be deemed valid and enforceable to the extent permitted by law. In the event any provision hereof or be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect. To that extent, this AGREEMENT is deemed severable.

#### 18.15 Headings

The headings of the Sections of this AGREEMENT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections.

#### 18.16 Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this AGREEMENT was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this AGREEMENT.

#### 18.17 E-Verify

In compliance with Section 448.095, Fla. Stat., CONSULTANT and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (i) If CONSULTANT enters into a contract with a subconsultant, the subconsultant must provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- (ii) The COUNTY, CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate the contract with the person or entity.
- (iii) The COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this subsection, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and order CONSULTANT to immediately terminate the contract with the subconsultant.
- (iv) A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.



- (v) *Subcontracts.* CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this subsection.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

**REVIEWED BY**

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**



Samuel T. Amerson, P.E.  
Utilities & Solid Waste Director



Don G. Donaldson, P.E.  
Deputy County Administrator

**RAFTELIS FINANCIAL CONSULTANTS,  
INC.**

**APPROVED AS TO FORM & LEGAL  
SUFFICIENCY**



Robert J. Ori  
Executive Vice President



Sarah W. Woods  
County Attorney

## EXHIBIT A

### SCOPE OF SERVICES

Martin County solicited proposals from qualified and experienced firms to provide assistance in water, wastewater, solid waste and other rate advisory financial services. The selected firm will be expected to perform upon the issuance of periodic task orders for such services as assistance in budgeting and forecasting, rate making, management accounting assistance, financing activities assistance, financial analysis of systems, as well as other tasks as may be deemed necessary by the County.

Tasks may include, but will not be limited to:

- Review and redesign as considered necessary based on cost of services and recovery principals, the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, fees for general services, including but not limited to; fire service, parks and recreation, planning, zoning and building, and other charges.
- Prepare statistics and projections of potable water, wastewater, solid waste, stormwater and other programs including number of customers and usage and generation rate, for planning and rate evaluation services.
- Separately project annual revenue requirements for the potable water, wastewater, solid waste, stormwater and other programs, for planning and rate evaluation services.
- Review and design as considered necessary, appropriate fees for other miscellaneous services as provided by water and wastewater utility systems.
- Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
- Review operations of the water and wastewater utility, solid waste and stormwater systems to determine if additional services, charges and revenue enhancements are appropriate.
- Perform financial sensitivity analyses on utility operations taking into account such factors as capital program implementation, regulatory changes and other such issues that may cause a need to review financial operations.
- Review the prevailing connection (capital facility) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
- Review operations and performance by the County's Utilities and Solid Waste Department.
- Perform financial due diligence activities related to the acquisition of utility and solid waste systems or service areas.

- Provide assistance in development of utility and solid waste contracts including, but not limited to, rate ordinances and resolutions, bulk service agreements, franchise agreements, acquisition contracts, extension and development agreements, reclaimed water usage agreements, and inter-local agreements between the County and other public agencies. Services may involve drafting agreements, review of documents, negotiations among affected parties and performance of economic analyses required for evaluation.
- Provide assistance in strategic planning activities.
- Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, Florida State Revolving Fund Loan and others.
- Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
- Assistance to the County in providing privatization and managed competition activities and cost evaluations.
- Compile accounting and financial data to be used in the periodic bond rating agencies surveillance of Martin County and the Utilities Department. Prepare summary tables organized in a manner similar to Fitch Analytical Sensitivity Tool (FAST) and/or analytical models used by other rating agencies.
- Preparation of financial feasibility reports in support of the issuance of revenue bonds, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.

#### **MINIMUM QUALIFICATIONS**

1. Proposer must have performed similar services for the past (5) five years of the scope and nature required by this RFP.
2. The proposer must have sufficient staff and computer technology ability to handle the proposed workload described herein in a timely manner.
3. If sub-contractor service is proposed, verification of qualifications shall be submitted with proposal.

# Total Cost

## Hourly Fee Schedule of Labor Billing

**Rates:** Hourly rates used for the consulting services provided by Raftelis shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

A schedule of Raftelis' initial standard hourly billing rates by job classification to be in effect for the duration of the project is as follows:

Project Team Member / Job Classification	Direct Hourly Rate [1]
Chief Executive Officer / Executive Vice President	\$250
Vice President / Principal Consultant	\$240
Senior Manager/Director of Data Services	\$230
Manager	\$220
Senior Consultant	\$210
Consultant	\$200
Senior Associate	\$180
Associate	\$150
Senior Rate Analyst	\$125
Rate Analyst	\$100
Analyst	\$80
Assistant Analyst	\$65
Creative Services	\$125
Clerical and Administration	\$70

[1] Direct labor hourly rates effective twelve months after the date of execution of an agreement between the County and Raftelis; rates may be adjusted by not more than the net percentage change in the Consumer Price index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter. Any change in direct hourly rates must be approved by the County prior to implementation.

**Standard Cost Rates:** Nominal fee rates apply when additional expenses are incurred during performance of work. A schedule of Raftelis' standard expense rates is as follows:

Expense Description	Standard Cost Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (black and white) (in-house)	\$0.05 per page
Reproduction (color) (in-house)	\$0.25 per page
Reproduction (contracted)	Actual Cost
Computer Time	\$0.00 per hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals [2]	Not to Exceed per Raftelis Employee per County Reimbursement Policy
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[2] Standard cost rates will be based on the County reimbursement policy or Florida Statute Section 112.061, as appropriate, during the billing period referenced on the invoices for services.

Raftelis typically bills for our services on an hourly, not-to-exceed contract maximum basis as opposed to a lump sum amount. Thus, it has been our practice that, to the extent that the actual services performed by Raftelis are less than each work authorization amount, then the County would not be billed for the outstanding balance, absent any request for additional services that the County may need.



**Meeting Date:** 3/21/2024

**Agenda Item:** 11-A

## **Report to Town Council**

**Topic:** First reading of Ordinance 2024-01, Amendments to beach addressing requirements.

**Summary:**

The Planning & Development Department is proposing amendments to Code of Ordinances Chapter 18 – Buildings and Building Regulations; Section – 18.4 – Posting of addresses. The proposed changes are intended to clarify regulations adopted by Ordinance No. 2023-06 on December 18, 2023.

**Suggested motion:**

Staff recommends approval of proposed Ordinance 2024-01 updating Code of Ordinances Chapter 18 – Buildings and Building Regulations; Section – 18.4 – Posting of addresses.

**Requested by:** Mr. Lear, Planning & Development Director

**Approved by:** Mr. Disher, Town Manager.



## MEMORANDUM

### PLANNING AND DEVELOPMENT DEPARTMENT

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Michael E Disher, AICP, Town Manager  
From: Darren Lear, AICP, Planning and Development Director  
Date: March 12, 2024  
Subject: Ordinance 2024-01 – Updating Code of Ordinances Chapter 18 – Buildings and Building Regulations; Section 18-4 - Posting of addresses

---

**MEETING DATE:** March 26, 2024

---

#### **Introduction**

The Planning & Development Department is proposing amendments to the Code of Ordinances Chapter 18 concerning beach addressing requirements. The proposed changes are intended to clarify regulations adopted by Ordinance No. 2023-06 on December 18, 2023.

#### **Background**

In May of 2023, the Volusia County Council identified a concern that tourists and other visitors to our beach would not be able to accurately communicate their location to emergency responders while on County beaches. The Volusia County Council adopted Ordinance No. 2023-46 with the goal of having the addresses of beachfront homes, businesses, and condominiums visible to beachgoers so that they can convey their location to emergency responders.

Subsequently, the Town adopted Ordinance #2023-06, which contained many of the same provisions regarding beach addressing. However, the Town's ordinance also included requirements for multifamily and commercial property owners to provide the street name along with the address number, which proved to be cumbersome for many such property owners.

The proposed amendments to this Chapter seek to alleviate this burden and are contained in the proposed ordinance.

#### **Recommendation**

Staff recommends **approval** of proposed Ordinance 2024-01 updating Code of Ordinances Chapter 18 – Buildings and Building Regulations; Section – 18.4 – Posting of addresses.

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**ORDINANCE 2024-01**

**AN ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA, AMENDING CHAPTER 18 OF THE PONCE INLET CODE OF ORDINANCES RELATING TO POSTING OF ADDRESS NUMBERS FOR PROPERTIES ADJACENT TO THE ATLANTIC OCEAN; AMENDING SECTION 18.4 “POSTING OF ADDRESSES” OF CHAPTER 18 “BUILDINGS AND BUILDING REGULATIONS; REQUIRING THE POSTING OF ADDRESS NUMBERS ON BEACHFRONT PROPERTIES THAT ARE VISIBLE FROM THE ADJACENT BEACH; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Ponce Inlet and other coastal communities in Volusia County are aware of potential delays of reaching persons in need of emergency assistance on the beach if beachgoers are unable to accurately identify the location of emergency situations occurring on the beach; and

**WHEREAS**, the Town Council of the Town of Ponce Inlet determines that it is in the best interest of the public health, safety, and welfare to require addresses to be posted on the rear of properties or buildings adjacent to the Atlantic Ocean to assist with emergency response activities on the beach; and

**WHEREAS**, the Town of Ponce Inlet Council previously adopted Ordinance No. 2023-06 requiring single-family beachfront properties to post their address number, and requiring to commercial and multifamily beachfront properties to also post the street name; and

**WHEREAS**, the Town of Ponce Inlet has received reports that the requirement for commercial and multifamily beachfront properties to also post the street name is proving to be problematic, and exceeds the requirements of other Volusia County coastal communities; and

**WHEREAS**, the Town Council of the Town of Ponce Inlet determines that further modifications to the beach addressing requirements are necessary and appropriate; and

**WHEREAS**, this ordinance is enacted under the general home rule and police powers of the Town of Ponce Inlet.

**NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA:**

**NOTE:** Underlined words constitute additions to the Town of Ponce Code of Ordinances, ~~strikethrough~~ constitutes deletions from the current Code of Ordinances, and asterisks (\*\*\*) indicate an omission from the existing text which is intended to remain unchanged.



46 **SECTION 1.** Legislative Findings and Intent. The findings set forth in the recitals above  
47 are hereby adopted as legislative findings pertaining to this Ordinance.  
48

49 **SECTION 2.** Incorporation of Amendments. The proposed amendments to Chapter  
50 18 of the Ponce Inlet Code of Ordinances are attached to this Ordinance as **Exhibit “A,”**  
51 and are hereby incorporated into the text of this Ordinance as though fully set forth herein  
52 verbatim as the Code of Ordinances amendments.  
53

54 **SECTION 3.** Codification. It is the intent of the Town Council of the Town of Ponce Inlet  
55 that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal  
56 authority in codifying the provision of this Ordinance.  
57

58 **SECTION 4.** Severability. If any section, sentence, phrase, word or portion of this  
59 Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not  
60 be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,  
61 word or portion of this Ordinance not otherwise determined to be invalid, unlawful or  
62 unconstitutional.  
63

64 **SECTION 5.** Conflicts. All ordinances or parts of ordinances in conflict herewith are  
65 hereby repealed to the extent of such conflict.  
66

67 **SECTION 6.** Effective Date. This Ordinance shall become effective immediately upon its  
68 passage and adoption.  
69

70 It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that said Ordinance  
71 be passed on first reading. A roll call vote of the Town Council on said motion resulted as follows:

72	Mayor Paritsky, Seat #1	_____
73	Councilmember Milano, Seat #2	_____
74	Councilmember White, Seat #3	_____
75	Councilmember Villanella, Seat #4	_____
76	Vice-Mayor Smith, Seat #5	_____

77 Passed on first reading this \_\_\_\_ day of \_\_\_\_\_ 2024.

78 It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that said  
79 Ordinance be adopted on second reading. A roll call vote of the Town Council on said motion  
80 resulted as follows:

81	Mayor Paritsky, Seat #1	_____
82	Councilmember Milano, Seat #2	_____
83	Councilmember White, Seat #3	_____
84	Councilmember Villanella, Seat #4	_____
85	Vice-Mayor Smith, Seat #5	_____

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Passed this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Town of Ponce Inlet, Florida

\_\_\_\_\_  
Lois A. Paritsky, Mayor

ATTEST:

\_\_\_\_\_  
Kim C. Cherbano,  
Town Clerk

**EXHIBIT "A"**

132 **AMENDMENTS TO CHAPTER 18.** Chapter 18 of the Town of Ponce Inlet Code of Ordinances,  
133 titled BUILDINGS AND BUILDING REGULATIONS, is hereby amended in its entirety to read  
134 as follows:

135  
136 **Chapter 18 - BUILDINGS AND BUILDING REGULATIONS**

137 **ARTICLE I. - IN GENERAL**

138 \* \* \*

139 **Sec. 18-4. - Posting of addresses.**

140 All buildings in the town shall have their assigned address numbers properly displayed. It shall  
141 be the duty of the owners and occupants of each building to post the assigned address number on  
142 the property in the following manner:

- 143 (a) The address number shall be affixed to the front of the building or to a separate structure  
144 to the front of the building (such as a mailbox, post, wall, fence, etc.) in such a manner  
145 so as to be clearly visible and legible from the public or private way on which the building  
146 fronts from both directions.
- 147 (b) Numerals shall be Arabic and shall not be less than three inches in height and one-half  
148 inch in width.
- 149 (c) The numerals shall be of a contrasting color with the immediate background of the  
150 building or structure on which such numerals are affixed.
- 151 (d) For properties abutting the Atlantic Ocean, this requirement shall also apply to the rear  
152 of the property facing the beach so that the address number is visible from the beach. ~~In~~  
153 ~~addition, all beachfront multifamily buildings and commercial buildings shall also display~~  
154 ~~the street name. Alternately, address-Address letters and/or~~ numerals facing the beach  
155 may be affixed to any permanent seawall, fence, sign, or other vertical structure  
156 acceptable to the chief building official or designee as long as they are visible from the  
157 beach. Address ~~letters and/or~~ numerals required to be visible from the beach shall be a  
158 minimum of 12 inches in height. The beachfront addressing for all properties abutting the  
159 Atlantic Ocean shall be in place within ~~120~~ 60 days of the effective date of the amending  
160 ordinance.

161 \* \* \*

162  
163



**Meeting Date:** 3/21/2024

**Agenda Item:** 11-B

## **Report to Town Council**

**Topic:** Resolution 2024-04, Authorizing a Transfer of Appropriations from the Sidewalk Reserve Account to the Sidewalk Expenditure Account.

**Summary:** The attached Resolution authorizes the transfer of appropriations in the amount of \$8,000. This reallocation will address unforeseen costs associated with necessary sidewalk repairs.

**Suggested motion:** To approve Resolution 2024-04 as presented.

**Requested by:** Chief Scales, Public Safety Director

**Approved by:** Mr. Disher, Town Manager



**MEMORANDUM**  
**Office of the Public Safety Director**

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Michael E. Disher, AICP, Town Manager  
From: Daniel Scales, Public Safety Director  
Date: March 6, 2024  
Subject: Resolution 2024-04 Authorizing a Transfer of Appropriations from the Sidewalk Reserve Account to the Sidewalk Expenditure Account

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**MEETING DATE:** March 21, 2024

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Staff is requesting approval of Resolution 2024-04, which pertains to the transfer of appropriations in the amount of \$8,000. The proposed transfer is from the Sidewalk Reserve Account (143-0000-369-9000) to the Sidewalk Expenditure account (143-0143541-4600). This reallocation will address unforeseen costs associated with necessary sidewalk repairs for the remainder of this fiscal year.

In accordance with Section 6.04(d) of the Town Charter, Council approval is mandated for such appropriations transfers. The Sidewalk Reserve Fund currently maintains a healthy fund balance of \$76,824, ensuring that the proposed transfer will not compromise its overall financial stability.

After a thorough analysis, staff recommends the approval of Resolution 2024-04.

Your careful consideration and approval of this resolution is greatly appreciated.

**RESOLUTION NO. 2024-04**

**A RESOLUTION OF THE TOWN OF PONCE INLET, FLORIDA, AUTHORIZING A TRANSFER OF APPROPRIATIONS WITHIN THE TOWN'S BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Ponce Inlet has established a Sidewalk Fund for the purpose of maintaining and improving sidewalks within the community; and

**WHEREAS**, the Sidewalk Fund has a designated reserve set aside for unforeseen expenses and emergencies, with a current fund balance of \$76,824; and

**WHEREAS**, in accordance with Section 6.04(d) of the Town Charter, Town staff requests Council authorization for a transfer of appropriations from the Sidewalk Fund Reserve account to the Sidewalk Fund expenditure account, amounting to \$8,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA:**

**Section 1.** The Town Council of the Town of Ponce Inlet hereby authorizes a transfer of appropriations, in the amount of \$8,000, from the Sidewalk Fund reserve account to the Sidewalk Fund expenditure account, within the Town of Ponce Inlet's Budget approved for Fiscal Year 2023-2024, providing additional funding for needed sidewalk repairs.

**Section 2.** Effective Date. This resolution shall take effect immediately upon its adoption.

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that said Resolution be adopted. A roll call vote of the Town Council on said motion resulted as follows:

Mayor Paritsky, Seat #1	_____
Councilmember Milano, Seat #2	_____
Councilmember White, Seat #3	_____
Councilmember Villanella, Seat #4	_____
Vice-Mayor Smith, Seat #5	_____

Passed this 21 day of March 2024.

Town of Ponce Inlet, Florida

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Lois A. Paritsky, Mayor

ATTEST:

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Kim Cherbano, Town Clerk





**Meeting Date:** 3/21/2024

**Agenda Item:** 12-A

## **Report to Town Council**

**Topic:** Update on proposals for a memorial tribute to Jeff Miller.

**Summary:** See attached staff report and supporting documents.

**Suggested motion:** As determined by Council.

**Requested by:** Ms. Alex, Cultural Services Manager

**Approved by:** Mr. Disher, Town Manager



## MEMORANDUM

### TOWN OF PONCE INLET, CULTURAL SERVICES DEPARTMENT

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar*

To: Michael E. Disher, AICP, Town Manager  
From: Jackie Alex, Cultural Services Manager  
Date: March 11, 2024  
Subject: Update on proposals for a memorial tribute to Jeff Miller

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#### **MEETING DATE: March 21, 2024**

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At the February 15, 2024, Town Council meeting, the Council discussed proposals for a memorial tribute to former long-time Public Works employee Jeff Miller. The Council indicated its preference for certain options, including a bench with memorial plaque, a tree, and potentially naming a trail segment at Ponce Preserve in his honor. All Council members agreed that the memorial should be visible and accessible to the public. The Council requested staff to further research these options and provide additional information with specifics at a following meeting. Based on the discussed proposals, staff came up with three location options for a memorial tribute. Estimated total cost for these items would not exceed \$5,000. These proposed locations do not conflict with how the spaces are currently utilized.

#### **Option #1: Timucuan Oaks Garden**

At this location, a bench, plaque, and a tree can be placed west of the park's gazebo (**Exhibit 1**). This would provide direct access to the memorial via the sidewalk and is also relatively close to the street, allowing the public to either visit the memorial or even wave as they pass by.

#### **Option #2: Kay & Ayres Davies Lighthouse Park**

At this location, a bench, plaque, and tree can be placed along the western side of the sidewalk near the playground (**Exhibit 2**). This is a highly visible and well-traveled location at a park that is host to the Town's children's activities and special events throughout the year.

#### **Option #3: Ponce Preserve**

At this location (**Exhibit 3**), a bench and plaque can be placed along an existing trail segment that could be named after Jeff. Acquisition of this park was provided by funding through a grant with the Florida Communities Trust. Grant requirements allow for the naming of the trail with the inclusion of the park as the trail's location, such as "The Jeff Miller Trail at Ponce Preserve," in all publications and signage.

For this location, staff suggests placing the bench and plaque where the red star is marked along the northwest side of Ponce Preserve and naming the red-marked trail segment after him. The bench would face the tree pictured, which has recently been nominated for designation as a historic tree. This location is right off a designated trailhead from S. Peninsula Drive, providing direct access to the public hiking along the trails or visiting the memorial tribute.

Staff is seeking direction from the Town Council from the three options regarding the memorial tribute to Jeff Miller.



\_\_\_\_\_  
Jackie Alex, Cultural Services Manager

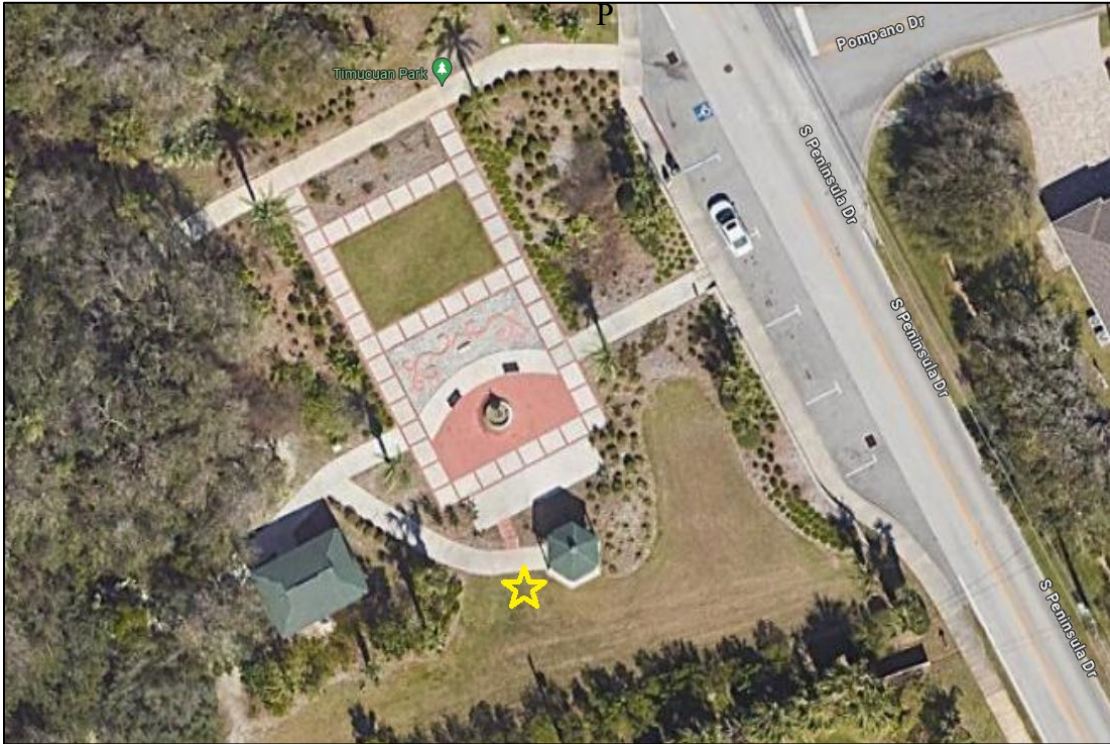
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March 11, 2024

Date

Exhibits:

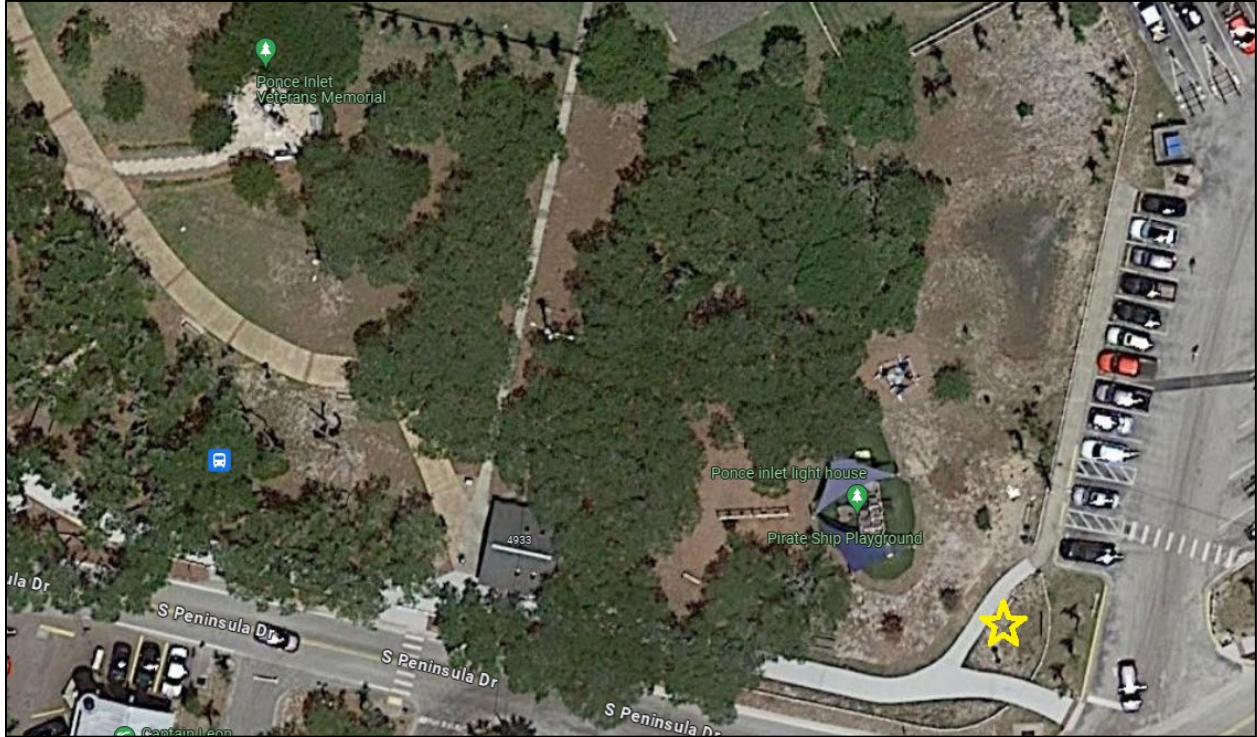
1. Proposed location at Timucuan Oaks Garden
2. Proposed location at Kay & Ayres Davies Lighthouse Park
3. Proposed location at Ponce Preserve

**Exhibit 1:**  
Proposed location at Timucuan Oaks Garden





**Exhibit 2:**  
Proposed location at Kay & Ayres Davies Lighthouse Park





**Exhibit 3:**  
Proposed location at Ponce Preserve





**Meeting Date:** 3/21/2024

**Agenda Item:** 13-A

## **Report to Town Council**

**Topic:** Authorization to Execute Grant Work Program Agreement No. 23PLN129 with the Florida Department of Environmental Protection for the Adaption Action Plan.

**Summary:** See attached staff report and supporting documents.

**Suggested motion:** Staff recommends approval and authorization to execute the Grant Work Program Agreement with FDEP for the Adaption Action Plan.

**Requested by:** Mr. Lear, Planning & Development Director

**Approved by:** Mr. Disher, Town Manager





## MEMORANDUM

### TOWN OF PONCE INLET, PLANNING AND DEVELOPMENT DEPARTMENT

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Michael E. Disher, AICP, Town Manager  
From: Darren Lear, AICP, Planning & Development Director  
Date: March 12, 2024  
Subject: Authorization to Execute Grant Work Program Agreement No. 23PLN129 with FDEP for the Adaption Action Plan

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**MEETING DATE:** March 21, 2024

---

Staff is requesting approval and authorization to execute the Grant Work Program Agreement with FDEP to prepare an Adaption Action Plan (AAP). The AAP is the next step in the Town's resiliency planning efforts, which began with the Vulnerability Assessment (VA) in 2022 by the East Central Florida Regional Planning Council and continued with the Watershed Master Plan (WMP) currently in progress and expected to wrap up in May.

Whereas the VA provided a town-wide assessment of the impacts from future sea level rise to critical Town assets, and the WMP concentrates on the Town's stormwater drainage system, the AAP will focus on the most vulnerable low-lying areas. For each identified focus area, a variety of specific strategies will be recommended for helping these areas become more resilient to the effects of sea level rise and flooding. Some possible adaptation recommendations may include protection, accommodation, avoidance, and procedural strategies.

Grant funding for \$50,000 was approved in the FY 2022-2023 state budget, and FDEP approved the proposed Grant Work Program Agreement in 2023. The Grant Agreement will take effect once it has been executed by FDEP and the Town. The Agreement includes the Scope of Services (**Attachment 1**), along with the key tasks, deliverables, timelines, and costs. The grant funding is contingent upon successful completion and delivery of the AAP and all related tasks and work products to FDEP by the deadline. Once the Agreement has been approved, the next step is to put the AAP project out to bid. The work must be completed by no later than March 31, 2025. The Agreement expires on June 30, 2025.

Staff recommends **approval** and authorization to execute the Grant Work Program Agreement with FDEP for the Adaption Action Plan.

Attachment:

FDEP Grant Agreement No. 23PLN129

# Attachment 1

## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): \_\_\_\_\_ Agreement Number: \_\_\_\_\_

2. Parties **State of Florida Department of Environmental Protection,**  
**3900 Commonwealth Boulevard** (Department)  
**Tallahassee, Florida 32399-3000**

Grantee Name: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Grantee Address: \_\_\_\_\_ FEID: \_\_\_\_\_  
(Grantee)

3. Agreement Begin Date: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

4. Project Number: \_\_\_\_\_ Project Location(s): \_\_\_\_\_  
(If different from Agreement Number)

Project Description: \_\_\_\_\_

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$

6. Department's Grant Manager Name: \_\_\_\_\_ or successor  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Grantee's Grant Manager Name: \_\_\_\_\_ or successor  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3: Grant Work Plan
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input type="checkbox"/> Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**GRANTEE**

By \_\_\_\_\_  
*(Authorized Signature)* Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By \_\_\_\_\_  
 Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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ORCP Additional Signatures

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DEP Grant Manager, Kayci Carter

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DEP QC Reviewer, Hanna Tillotson

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Grantee may add additional signatures below, if needed.

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
  - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.



- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

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

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department’s Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee’s integrity or responsibility. Such information may include, but shall not be limited to, Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.



- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

### **31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

### **32. Subcontracting.**

## **Attachment 1**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 23PLN129**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Town of Ponce Inlet Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.  
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
 

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation and Employer’s Liability Coverage.  
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department’s Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 23PLN129**

**ATTACHMENT 3**

**PROJECT TITLE:** Town of Ponce Inlet Adaptation Plan

**PROJECT LOCATION:** The Project is located in the Town of Ponce Inlet within Volusia County, Florida.

**PROJECT DESCRIPTION:**

The Town of Ponce Inlet (Grantee) will conduct the Town of Ponce Inlet Adaptation Plan (Project) to include the development of an Adaptation Plan (AP). The Project is a follow-up planning effort that uses data from the Town’s Vulnerability Assessment and Watershed Master Plan. The AP will identify Adaptation Action Areas as well as new policies in the Coastal Management Element of the Comprehensive Plan.

**TASKS AND DELIVERABLES:**

**Task 1: Adaptation Plan**

**Description:** The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

**Deliverables:** The Grantee will submit the final AP.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department’s Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter.



**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>DEP Amount</b>	<b>Match Amount</b>	<b>Total Amount</b>	<b>Task Start Date</b>	<b>Task Due Date</b>
1	Adaptation Plan	Contractual Services	\$50,000	\$0	\$50,000	7/1/2022	3/31/2025
<b>Total:</b>			<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
<b>Program A</b>				\$	
<b>Program B</b>					
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	



Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
<b>Federal Program A</b>					
<b>Federal Program B</b>					

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>					
State Program	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
<b>Original Award</b>	Florida Department of Environmental Protection	22.23	37.098	Resilient Florida Programs	\$50,000.00 140078
<b>State Program B</b>					

<b>Total Award</b>	<b>\$50,000.00</b>
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**

**DEP AGREEMENT NO. 23PLN129**

**TOWN OF PONCE INLET ADAPTATION PLAN**

**Town of Ponce Inlet**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.



## **Part I. Executive Summary**

## **Part II. Methodology**

## **Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

## **Part IV. Further Recommendations**

### **Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 23PLN129**

**RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**Owner/Submitter's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** (     ) \_\_\_\_\_ **Email:** \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Photo/video/audio/artwork/recording file name(s):** \_\_\_\_\_

**Location of photo/video/audio recording/artwork:** \_\_\_\_\_

**Name of person accepting Work submission** \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 23PLN129

Project Title: Town of Ponce Inlet Adaptation Plan

Grantee: Town of Ponce Inlet

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Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

**Exhibit I**

*Required for all planning grant agreements.*

DEP Agreement Number: 23PLN129

Project Title: Town of Ponce Inlet Adaptation Plan

Grantee: Town of Ponce Inlet

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department’s GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

**Part 1 – Subparagraph 380.093(3)(c)2., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	<input type="checkbox"/>	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
<b>All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department’s GIS Data Standards and include the following three (3) items:</b>			
b	<input checked="" type="checkbox"/>	Geospatial data in an electronic file format.	
c	<input type="checkbox"/>	GIS metadata.	
d	<input type="checkbox"/>	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

**Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	<input type="checkbox"/>	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

		<input type="checkbox"/> Not applicable <input type="checkbox"/> Already in compliance	
f	<input type="checkbox"/>	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	<input type="checkbox"/>	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	<input type="checkbox"/>	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> <input type="checkbox"/> NOAA data <input type="checkbox"/> FEMA data	
i	<input type="checkbox"/>	Initial storm surge event equals or exceeds current 100-year flood event.	
j	<input type="checkbox"/>	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	<input type="checkbox"/>	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	<input type="checkbox"/>	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	<input type="checkbox"/>	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	<input type="checkbox"/>	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

**Part 3 – Subparagraph 380.093(3)(d)3., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	<input type="checkbox"/>	All analyses performed in North American Vertical Datum of 1988.	
p	<input type="checkbox"/>	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	<input type="checkbox"/>	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	<input type="checkbox"/>	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	<input type="checkbox"/>	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	



**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION  
FORM  
(PUR 1808)**

**Exhibit J**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

\_\_\_\_\_ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

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

Printed Name:

Title:

Signature:

Date:





**Meeting Date: 3/21/2024**

**Agenda Item: 15**

## **Report to Town Council**

**Topic:** From the Town Manager

**Summary:** Please see attached report.

**Requested by:** Mr. Disher, Town Manager

**Approved by:** Mr. Disher, Town Manager



## MEMORANDUM OFFICE OF THE TOWN MANAGER

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Town Council  
From: Michael E. Disher, AICP, Town Manager  
Date: March 14, 2024  
Subject: Town Manager's Report

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**MEETING DATE:** March 21, 2024

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1. The week of April 15, Town staff will be participating in a four-day FEMA training session at the Volusia County EOC, hosted by the County's new Emergency Management Director Clint Mecham. The training will be led by staff from FEMA and will be similar to courses provided at FEMA's National Emergency Training Center in Emmitsburg, Maryland.
2. County Council updates, [March 5, 2024](#) meeting:
  - [Item 2](#) – The County currently utilizes 28 different advisory boards. The County Council is reviewing the purpose and function of these boards and will consider whether it possible and appropriate to combine or eliminate certain ones.
  - [Item 10](#) – County Staff is currently working with parking and technology consultants to prepare two solicitations - one to establish a paid off-beach parking program and one to replace the current beach tolling contract. The goal is to use current technologies to increase efficient public access and reduce contracted service fees through automation where possible. A potential outcome would be charging parking fees for all County-owned parking areas, such as in Winterhaven Park and along Lighthouse Drive.
3. County Council updates, [March 19, 2024](#) meeting:
  - [Item 5](#) – The County Council's rules of procedure currently allow the public to utilize a variety of electronic media during Citizens Participation, including videos, pictures, and audio recordings. The proposed ordinance would limit citizen participation to verbal comments only.
  - [Item 8](#) – Following the County Council's review of its various boards at the March 5<sup>th</sup> meeting, the Council is now considering whether to replace the Code Enforcement Board with a special magistrate. A special magistrate is a person, usually an attorney,

who serves as a hearing officer in code enforcement proceedings and has the same responsibility and authority as the Code Enforcement Board. There are pros and cons to this approach, but it is already used in several other jurisdictions in Volusia County.

4. Public Works update:

- The Department recently hired two new technicians, Larry Hunt and Conner Summers.
- Crews are currently trimming back tree limbs and undergrowth along the rights-of-way town-wide. Future activity in March and April includes the hydro-seeding of the remaining barren areas around Town Hall; the mulching of all town properties and town parks in early April; storm pipe cleaning efforts in the north half of town; fire hydrant repairs and replacements, followed by valve exercising townwide; and water system flushing as the temperatures warm up to maintain minimum chlorine levels.

5. Building permit activity: The number of permits and applications has returned to the typical average of around 100 permits per month, much lower than this time last year, when hurricane repair permit applications started coming in.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg
Permit applications	94	112											206	103
Permits issued	85	118											203	102
Plan reviews	85	118											203	102
Inspections	243	242											485	243

6. The fire department will be offering a “Hands-only CPR class” at the Community Center on April 13, 2024, at 8:30 am to 11:30 am. FREE to Ponce Inlet citizens.