



July 20, 2021

Mr. Mark Lubelski, P.E.
City Manager
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Subject: **Agreement to Provide Utility Consulting Services – City of Sunrise**

Dear Mr. Lubelski:

Raftelis Financial Consultants, Inc. (“Raftelis”) is pleased to submit this agreement to provide utility and rate consulting services (the “Agreement”) to the City of Sunrise (the “City”). The Agreement is being provided based on our discussions with the City regarding the need to assist the City with the financial evaluations and rate analyses associated with the City’s review of the potential acquisition of the Town of Davie (the “Town”) retail water and wastewater utility system (the “Town System”). Specifically, the responsibilities of Raftelis will include the following: i) development of ten-year financial model that would incorporate the consolidation of / serving the Town System in support of the preliminary financial due diligence activities; ii) prepare a preliminary projection of a range of the acquisition value of the Town System in support of the preliminary due diligence activities; iii) develop a billing frequency evaluation of the Town System water use to evaluate impacts on Town System customers due to the transaction under certain service assumptions; and iv) provide assistance in the presentation of the preliminary financial due diligence activities to the City Commission to determine if a transaction is a viable option to the City (collectively, the “Project”).

This Agreement represents the first phase of the potential acquisition of the Town System. To the extent that the City determines in the affirmative that the acquisition of the Town System may be a viable alternative, additional services may be required of Raftelis including, but not limited to, the following activities:

- Performance of final financial and rate due diligence activities, including the determination of the appraised value of the System (amount to purchase the Town System);
- Assist the City and Town in the preparation of the plan of acquisition and the structuring of the transaction (from a rate, financial, and fiscal position);
- Prepare a report or technical memorandum regarding the financial and rate evaluations in support of the transaction;
- Assist in the preparation of the required public interest hearings for the City and Town as required by Florida Statutes, Chapter 180.301;

- Prepare a bond feasibility report in support of the issuance of the acquisition (new money) bonds to finance the acquisition and additional capital improvements to the consolidated system; and
- Provide any transitional services as may be requested by the City to consolidate the two public utility systems.

The scope of services recognized in this Agreement does not include the above-mentioned activities since it is uncertain at this time that the transaction is a viable alternative to both parties.

This Agreement presents: i) the Raftelis project team billing rate schedule and primary contact of our management team; ii) the scope of services to be performed by Raftelis; iii) the estimated project schedule based on our discussions to date and understanding of the scope to perform such services, and iv) the estimated contract price or fee for consideration by the City.

Based on our understanding of the Project, Raftelis proposes the following:

PROJECT TEAM

With respect to the performance of the Project, Mr. Robert Ori will be the principal-in-charge and Mr. Thierry Boveri will be the Project Manager involved in the daily supervision of the Project and will be the primary contacts between the City and Raftelis. Both Mr. Ori and Mr. Boveri have worked for the City on prior engagements and will provide the City continuity in the services being provided. Raftelis may utilize other employees to perform the Project as needed. A summary of the personnel by title and billing rate relative to this Project is shown on Attachment A, which is included as part of this Agreement and which will be used by Raftelis to invoice the City for services rendered in association with this Agreement. With the exception of the Principal-in-charge and the Project Manager delineated above, Raftelis may use any personnel to complete the project which may be different than that assumed in the development of the project cost estimate as discussed later in this Agreement.

SCOPE OF SERVICES

The scope of services to be performed by Raftelis relative to this Project is included herein as Attachment B, which is made a part of this Agreement.

COMPENSATION AND BILLING

Based on the scope of services included in Attachment B and the direct hourly labor billing rates as identified on Attachment A, Raftelis proposes a not-to-exceed contract amount of \$61,750 to perform the preliminary utility rate and financial due diligence consulting services on behalf of the City. Attachment C provides a summary of the estimated contract amount by task. This budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as telephone, reproduction, printing, and shipping charges. The costs incurred by Raftelis for direct costs other than personnel will be billed to the City at the actual costs incurred by Raftelis or based on the standard cost rates as shown on Attachment A based on the type of expense incurred. Although the estimate of the contract budget as shown on Attachment C was prepared on a "per task" basis to determine the contract amount for the Agreement, the contract budget is a cumulative amount applicable to all tasks collectively and will not be limited to a "per task" basis. Additionally as the project progresses, other employees of the firm may be utilized in best serve the City and perform the requested consulting services within the

contract budget; the cost analysis shown on Attachment C was developed to determine the probable budget for the scope of services to be performed.

The project labor cost will be billed monthly based upon the actual hours of service furnished toward the completion of the project. Other direct expenses will be billed as they are incurred. It is proposed that Raftelis will bill monthly for services provided to the City associated with this Agreement based on the sum of: i) the hourly amount of time spent by the Raftelis team members; ii) the other direct costs as set forth on Attachment A; and iii) the pass-through of any subconsulting costs that may be required to perform the Project. Raftelis does not anticipate the need for subconsultant services to complete the scope of services as summarized on Attachment A. To the extent that Raftelis determines a need for subconsulting services, Raftelis will notify the City of such need and will not employ or use any subconsultant without the prior approval of the City. No additional services above the proposed project budget will be performed without the prior written authorization by both the City and Raftelis.

Raftelis will bill for the services provided on an hourly basis with the proposed contract price being a not-to-exceed contractual limit; Raftelis will not bill for the utility consulting services rendered on a lump sum basis. To the extent that the Project is completed at a cost less than budget, Raftelis will not invoice the City for any amounts remaining (unbilled).

PROJECT SCHEDULE

The term of this agreement shall be through the completion of the services identified in this Agreement or April 1, 2022 unless mutually extended by the parties in writing. Upon receiving notice to proceed by the City, Raftelis will provide the preliminary utility rate and financial due diligence consulting services as identified in Attachment B this Agreement and anticipates completion of the services within one-hundred fifty days (150) calendar days after the receipt issuance of the notice to proceed from the City of Sunrise and receipt of the necessary financial and statistical information as requested by Raftelis pursuant to the scope of services included in Attachment B. It is anticipated that the scope of services will be completed in order to present the findings to the City Commission in January 2022. It should be noted that the ability to perform the preliminary utility rate and financial due diligence consulting services is dependent on the engineering, legal, and financial advisory services to be provided by other consultants that constitute the City's utility acquisition team (the "City Consultants"). Accordingly, the project schedule as identified above may be modified to the extent that the information, studies, and assumptions to be provided by the City Consultants extend beyond the City's anticipated timeline to perform the evaluation.

TERMS AND CONDITIONS

Standard terms and conditions, that are made part of this Agreement, are set forth in Attachment D.

(Remainder of page intentionally left blank)

NOTIFICATION

The primary contacts concerning an interpretation of the terms of the Agreement, including the scope of services as delineated in this Agreement, and for the rendering of invoices for services provided by Raftelis under this Agreement shall include the following:

For the City of Sunrise:

Mr. Mark Lubelski
City Manager
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
Phone Number: 954-746-3430
Email: MLubelski@sunrisefl.gov

For Raftelis:

Mr. Robert J. Ori
Executive Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
Phone Number: 407-628-2600
Email: ROri@raftelis.com

DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing “advice” as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist. Under the Dodd-Frank Act the definition of “advice” includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the respective Parties should issue debt based on analyses and evaluations performed associated with this Agreement. The information developed as part our preliminary financial due diligence analyses and evaluations of the Town System is intended only to provide information useful in evaluating the potential service strategies of the City. If the City decides at some future date to issue debt, the City will engage its independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the City’s credit rating at the time of issuance. At that time, as a registered Municipal Advisor, RFC can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

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

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

SEVERABILITY

If any term or provision of this agreement or its application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those 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.

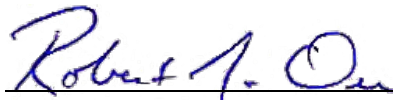
We are providing two copies of this Agreement for the City's approval. If this Agreement is acceptable to the City, please execute both copies and return one to our offices. The other copy is for the City's records. We appreciate the opportunity to continue providing utility and financial consulting services to the City.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by Raftelis Financial Consultants, Inc., by and through its Executive Vice President, duly authorized to execute same.

CITY OF SUNRISE, FLORIDA

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____
Michael J. Ryan
Mayor

By:  _____
Robert J. Ori
Executive Vice President

____ day of _____, 2021.

20th day of July, 2021.

AUTHENTICATION:

APPROVED AS TO FORM FOR THE CITY:

By: _____
Felicia M. Bravo
City Clerk

By: _____
Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
Telephone: 954-746-3300

(SEAL)

ATTACHMENT A

**CITY OF SUNRISE, FLORIDA
UTILITY RATE AND FINANCIAL CONSULTING SERVICES**

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President / Principal	\$250.00
Vice President	\$230.00
Senior Manager	\$210.00
Manager	\$185.00
Senior Consultant	\$160.00
Consultant	\$135.00
Senior Associate	\$115.00
Associate	\$100.00
Senior Rate Analyst	\$ 90.00
Rate Analyst	\$ 80.00
Analyst	\$ 70.00
Assistant Analyst	\$ 60.00
Clerical and Administrative	\$ 65.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between the parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	Not-to-Exceed per City Code – Currently, IRS Reimbursement 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 Billed
Delivery Charges	Actual Cost Billed
Lodging / Other Travel Costs	Per City Code
Meals	Not-to-Exceed per Raftelis Employee per City Code; Currently: \$11.00 – Breakfast \$19.00 – Lunch \$36.00 – Dinner
Subconsultant Services	Sum of i) Actual Direct Labor Cost plus 5.0%; and ii) Actual Indirect Costs as Billed by Subconsultant Not-to-Exceed City Code, Where Applicable
Other Costs for Services Rendered	Actual Cost Billed

[*] Travel costs and per diem shall be paid for in accordance with the City of Sunrise Code, for a Category 3 employee. Other direct costs not specifically addressed in the City of Sunrise Code shall be billed to the City based on the Standard Cost Rates as shown above. Any Standard Rate adopted by City Policy subsequent to the date of this Agreement will be substituted for the rates shown above, where applicable.

ATTACHMENT B

CITY OF SUNRISE, FLORIDA UTILITY RATE AND FINANCIAL CONSULTING SERVICES

SCOPE OF SERVICES

The utility rate and financial consulting services to be performed by Raftelis on behalf of the City shall include the following activities:

1. Prepare a preliminary eleven-year financial model that incorporates both the City's existing water and wastewater utility system (the "City System") operations and the projected Town of Davie water and wastewater utility system (the "Town System") and perform financial rate scenarios regarding the potential acquisition of the Town System.
2. Prepare a preliminary range of value of the Town System which will be incorporated in the financial evaluation of the transaction.
3. Prepare a billing frequency of the Town System residential customers to evaluate sales of service and customer impacts associated with the potential acquisition transaction.
4. Prepare a report detailing the analyses and evaluations and assist the City and the City Consultants in presenting the potential acquisition transaction to the City Commission.

The scope of services to be performed by Raftelis with respect to this component of the Project will include the following tasks:

Task 1: Data Request and Data Compilation / Review – to initiate the preliminary financial due diligence activities, Raftelis will work with the City to obtain information that is considered necessary in support of the evaluation. With regards to the City System, Raftelis will rely on information obtained to date as part of the utility rate evaluation that has been recently prepared. Raftelis will prepare a detailed data request to assist both the City and the Town (collectively, the "Parties") with compiling specific information about the operation of their respective utility enterprise funds. The information to be compiled and provided by the Parties will include, but may not be limited to, budget information; financial data such as accounting reports, debt service schedules, bond resolutions / debt agreements, cash balances by fund, and other financial documents; customer statistical information; staffing levels and costs; capital improvement plans and identified funding sources; water and wastewater plant capacity and use / reservations; current utility rate ordinances or resolutions; and other related information.

Task 2: Prepare Eleven -Year Financial Model / Analysis – Raftelis will update the existing City financial model and incorporate adjustments and analytical tools to include the potential impact of the addition of the Town System to the City System and the operation as a consolidated utility water and wastewater utility system (the "Consolidated System"). This model will include present a revenue sufficiency and cash flow analysis to evaluate the effects of the utility acquisition and consolidation.

The evaluation will encompass an eleven fiscal year period which includes the current budget year (Fiscal Year 2022) and the subsequent ten (10) fiscal years ending 2032 (collectively, the “Forecast Period”). The scope of services to be performed by Raftelis will include the following activities, which for each activity includes the development of the consolidated financial forecast model / update of previous forecast working papers prepared by Raftelis for prior tasks:

Development of Customer and Sales Forecast – Raftelis will request from the Parties customer and water sales / billed wastewater flow statistical information to review trends and overall System requirements; subject to data availability (must be in an electronic format or annual report). Based on the historical customer statistics (e.g., usage) and discussions with City staff, Raftelis will develop a customer and sales forecast for the individual water and wastewater utility systems for the Forecast Period. Predicated on data availability, the forecast will be prepared on an individual water and wastewater utility system basis and on an individual class basis consistent with the existing billing parameters.

Development of Revenue Projections from Existing Rates – Raftelis will prepare a projection of utility rate revenues for the Forecast Period from existing rates recognizing: i) the results of the customer and sales forecast for the respective City and Town utility systems; and ii) the City’s existing rates for service (the revenue model will be structured recognizing the incremental addition of the Town System).

Development of Operating Expense Projections – Raftelis will prepare a projection of the estimated operating expenses required to be funded from water and wastewater rates for the Forecast Period on a Consolidated System basis. This task will be performed in sufficient detail in order to: i) recognize the primary expenses incurred by the individual utility systems; ii) assist in the projection of expenditures for the Forecast Period; and iii) recognize changes in operating costs due to changes in service requirements, utility operations and the implementation of the capital improvement program.

Capital Improvement and Funding (Flow of Funds) Analysis – Raftelis will work with the City and the City Consultants (primarily the City’s Consulting Engineers) to develop a revised capital improvement plan and funding analysis that includes the consolidation of the Town System. This evaluation will focus on i) the City’s existing capital improvement plan to determine changes to such plan as a result of the consolidation of the Town System with the City System; ii) the identification of incremental capital expenditures required for consolidation and to be performed on the Town System under City ownership; and iii) working with the City’s Financial Advisor, development of a preliminary financing plan of the Consolidated System capital improvement program. This task will consider best management practices as it relates to the amount of annual capital re-investment funding from rates to limit the amount of long-term debt issued on behalf of the System, and to maintain a strong fiscal position for the System to promote rate sustainability.

Other Revenue Requirement Identification and Management Dashboard – In order to meet the financial obligations of the System, Raftelis will review the financial aspects of the Consolidate System in order to recognize other funding requirements that may need to be included in the financial analysis and in the development of the financial forecast model. This task will include assistance in the development and evaluation of fiscal policies in terms of working capital maintenance, the funding of capital re-investment for long-term planning needs, the funding of capital reserves, and the recognition of any other transfer requirements that may be associated with the utility system. As part of this task, Raftelis will update the “management dashboard” to allow for the review of the financial position of the Consolidated System and the ability to perform sensitivity analyses in order to finalize the financial forecast.

Compliance Analysis – This task will be conducted in order to evaluate the effects of the potential acquisition of the Town System on the rate covenant requirements and the flow of fund requirements as defined in the City’s governing Bond Ordinance and other loan documents that authorized the issuance of the outstanding utility system revenue bonds and loans. The compliance analyses will be performed for the Forecast Period to evaluate the effects of the potential transaction on the financial integrity of the City System.

Task 3: Town System Billing Frequency Analysis – In order to develop rate revenues and customer impact evaluations regarding the Town System, a billing frequency analysis will need to be prepared. This will require the evaluation of the customer bills for a twelve consecutive month period to identify water use by month (i.e., the number of bills rendered for each consumption use parameter – which is generally on a “per one thousand gallons” basis). The evaluation of the number of customers served by water use consumption level / block for the residential or all classes (based on data availability) will be performed which will be critical in the evaluation of also serve as the basis for the determination of any alternative rate structures, rate revenue recovery options (e.g., phase-in of rates to Sunrise rate levels) and the evaluation of customer impact analyses associated with the implementation of new rates for the Town System customers.

Task 4: Development of Preliminary Range of Value – Raftelis will work with the City Consultants to prepare the financial evaluation to determine a preliminary range of acquisition value of the Town System as part of the preliminary financial due diligence activities and to determine if a transaction is feasible between the parties. The financial evaluation will include: i) a review of the general financial position as contained in the Comprehensive Annual Financial Reports (“Annual Audit”) as prepared by the Town and other financial and utility asset information as provided by the Town; ii) the preparation of a debt capacity / limited income analysis, which will include the recognition of any preliminary capital funding requirements based on the capital improvement needs identified by the Parties; and iii) development of relevant customer rate impact analyses. The scope will not include a Replacement Cost New Less Depreciation (“RCNLD”) or any comparable sales analysis for this component of the project. The financial analysis will be prepared based on the most recent financial information as made available to Raftelis by the City and the Town and will be predicated on the availability of relevant information to perform the evaluations.

Tasks 1 through 4 include the attendance of three (3) on-site meetings to obtain and review information, develop the assumptions regarding the financial evaluation and the preliminary range of value, and the structuring of a potential transaction if determined to be viable by the City.

Task 5: Customer Impact Analysis – Based on the preliminary range of value as developed with the City and the bill frequency and financial evaluation, Raftelis will prepare a limited City System analysis of the impact of consolidating the Town System into the City System (potential rate increases or decreases, changes in cash flow, etc.) and the potential impact to rates for customers receiving service from both the City and Town Systems. The analysis will not encompass a detailed rate evaluation or restructuring of rates but will focus on the application of the City’s rates for service as may be uniformly adjusted for the estimated economic impact associated with the consolidation of the two systems.

Task 6: Documentation of Preliminary Financial Due Diligence Analysis – Raftelis will prepare a technical memorandum or report documenting all of our analyses, assumptions, and considerations of our

evaluations for consideration by the City. Project for the review of City staff. An off-site meeting will be held with the City staff in order to present the results of the net revenue requirements analysis. Upon the identification of the rates and adjustments as delineated in the Phase 1 and Phase 2 activities, Raftelis will prepare a presentation briefing document and attend one wholesale / local government meeting as required to provide service to present the findings of the rate evaluation.

Task 7: Presentation to City Commission – Raftelis will attend one meeting with the City staff to assist in the presentation of the Town System evaluation, including the preliminary financial due diligence analysis prepared by Raftelis, to the City Commission for their consideration and direction. Raftelis will assist the City with the preparation of a power point presentation documenting our analyses, findings and observations for presentation to the City Commission.

Meetings – During the course of this phase of the Project, it is anticipated that Raftelis will attend a total of four (4) on-site meetings with the City and attend three (3) virtual teleconference meetings to present ongoing results with City staff and/or its consulting engineers. Tasks 1 through 4 include the attendance of two (2) on-site meetings to obtain and review information, develop the assumptions regarding the financial evaluation and the preliminary range of value, and the structuring of a potential transaction if determined to be viable by the City. Additionally, the meeting has been recognized to present the results of the City, its Consultants, and the Raftelis evaluations to the City Commission associated with the review of the Town System. The attendance of the off-site virtual meetings is for progress evaluations, review of assumptions and analyses associated with the preliminary financial due diligence activities, and to discuss issues that may arise during the evaluations.

For the purposes of estimating the contract cost budget referenced in this Agreement, it has been assumed that the on-site meetings would have a duration of eight (8) hours per individual meeting, which includes travel and meeting preparation; the required attendance of additional meetings will be considered as an additional service. For the purposes of estimating the contract cost budget referenced in this Agreement, it has been assumed that the virtual teleconference meetings would have a duration of two (2) hours per individual teleconference meeting.

ADDITIONAL SERVICES

During the course of the study, the City may request additional services to be performed by Raftelis. Such services will not be conducted until authorized by both the City and Raftelis. Examples of such additional services include, but are not limited to, the following:

1. Attendance at any additional working group, City Commission, or other on-site or additional virtual teleconference meetings as requested by the City in addition to what is anticipated in this scope of services.
2. Working with the City's Consulting Engineers, preparation of a preliminary RCNLD evaluation based on a trend analysis recognizing the assets anticipated to be considered in the transaction as reported by the Town in their most recent fixed asset inventory and recognizing the construction work in progress for the Town System and the preparation of a limited comparable sales analyses based on information currently available to Raftelis;

3. Requests for updated analyses and/or additional financial scenarios after substantial completion of the initial work.
4. Performing of final financial due diligence activities if the City determines to move forward with the potential acquisition of the Town System.
5. Preparation of a bond feasibility report and the supporting analyses necessary for the issuance of additional parity bonds or subordinated debt to acquire and fund capital improvements to the Town System and fund capital improvements to consolidate the City and Town Systems.
6. Delays in the project schedule which are not the fault of Raftelis, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.

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ATTACHMENT C

City of Sunrise, Florida

Project Cost Estimate - Preliminary Financial Due Diligence Evaluation of the Town of Davie Water and Wastewater Utility System

Line No.	Activity	Task Ref.	Principal	Senior Manager	Consultant	Senior Rate Analyst	Clerical & Admin.	Totals
1	Project Billing Rates (\$/Hour)		\$ 250.00	\$ 210.00	\$ 135.00	\$ 90.00	\$ 65.00	
	Tasks per Scope of Services							
2	Data Request and Data Compilation / Review	1	1	2	6	-	2	11
	Prepare Eleven-Year Financial Model / Analysis							
3	Development of Customer and Sales Forecast	2	2	4	16	-	-	22
4	Development of Revenue Projections from Existing Rates	2	2	4	12	-	-	18
5	Development of Operating Expense Projections	2	4	6	16	-	-	26
6	Capital Improvement and Funding (Flow of Funds) Analysis	2	4	8	16	-	-	28
7	Other Revenue Requirement Identification and Management Dashboard	2	4	8	16	-	-	28
8	Compliance Analysis	2	1	3	10	-	-	14
9	Development of Billing Frequency Analysis	3	1	6	-	30	-	37
10	Determination of Preliminary Range of Value	4	3	20	4	-	-	27
11	Customer Impact Analysis	5	1	4	-	10	-	15
12	Documentation of Preliminary Financial Due Diligence Analysis	6	10	14	8	-	14	46
13	Presentation to City Commission - Preparation of Presentation Materials	7	4	4	-	-	4	12
	Client Meetings							
14	Attendance of Three (3) On-site Meetings with City and Consultants	All	24	24	-	-	-	48
15	Attendance of Off-Site Teleconference Meetings	All	4	8	8	-	-	20
16	Project Management	All	1	-	-	-	2	3
17	Total Project Hours		66	115	112	40	22	355
18	Total Direct Labor Cost - All Tasks (Technical Services)		\$ 16,500	\$ 24,150	\$ 15,120	\$ 3,600	\$ 1,430	\$ 60,800
19	Average Hourly Billing Rate							\$ 171.27
	Allowance for Other Direct Costs							
20	Mileage Allowance (3 On-site Working/Staff Meetings at 500 Miles Round Trip at \$0.56/Mile Plus Tolls at \$15/Trip)			On-site trips>	3			\$ 885
21	Telephone/Facsimile Expense Allowance							25
22	Other Miscellaneous (e.g., Delivery Charges, Equipment Rental, etc.) and Project Cost Rounding							40
23	Total Allowance for Other Direct Costs							\$ 950
24	Total Proposed Project Cost							\$ 61,750

I. SCOPE

Raftelis Financial Consultants, Inc. (“Raftelis”) agrees to perform the professional consulting services described in the agreement (the “Work”) that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter the “Agreement”).

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services as may be adjusted for the service mark-up, if any, will be billed in accordance with the standard unit cost rates and billing provisions as referenced in the agreement or, if no reference is provided, at the actual cost as incurred by Raftelis.

III. RESPONSIBILITY

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS

If Raftelis’ performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis’ subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

Raftelis agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of Raftelis, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall Raftelis be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to hold Raftelis harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I. Notwithstanding anything set forth in the Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Client beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Client for damages, regardless of the number or nature of claims in tort, equity, or Agreement, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Client, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

VI. INSURANCE

Raftelis shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$500,000
Medical Expense (Any One Person)	\$15,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed / Operation General Aggregate	\$2,000,000

2. Statutory worker’s compensation and employers’ liability insurance as required by state law.

3. Professional liability insurance at a limit of liability of not less than \$5,000,000 aggregate.

VII. SUBCONTRACTS

Raftelis shall obtain Client's written consent before subcontracting any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right

nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

XIV. WORK PRODUCT

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by Raftelis: a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach

nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than ninety (90) days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the person signing the Agreement on behalf of the Client and shall be effective upon delivery to the address stated in the Agreement.

XVII. ADDENDUM TO ATTACHMENT D

Exhibit "D" contains the terms and conditions set forth in the Addendum to Attachment D, a copy of which is attached hereto and incorporated as if fully set forth herein.

Addendum to Attachment D

I. PUBLIC RECORDS

Raftelis shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that Raftelis and the Agreement are subject to the requirements in Section 119.0701, Florida Statutes, Raftelis shall:

A. Keep and maintain public records required by the City to perform the services provided hereunder.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Raftelis does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of Raftelis or keep and maintain public records required by the City to perform the service. If Raftelis transfers all public records to the City upon completion of the Agreement, Raftelis shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Raftelis keeps and maintains public records upon completion of the Agreement, Raftelis shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Raftelis fails to comply with the requirements in this Public Records Section, the City may enforce these provisions in accordance with the terms of this Contract. If Raftelis fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF RAFTELIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RAFTELIS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, RAFTELIS SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST

OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

II. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, 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. By execution of this Agreement, Raftelis represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

III. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, Florida Statutes, 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 contractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Raftelis represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

IV. SCRUTINIZED COMPANY.

A. Pursuant to Section 287.135, Florida Statutes, Raftelis certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

B. Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, Raftelis certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Raftelis further certifies that it is not engaged in business operations in Cuba or Syria.

C. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Raftelis is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has

been engaged in business operations in Cuba or Syria.

V. E-VERIFY- EMPLOYMENT ELIGIBILITY

a. Raftelis warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Raftelis has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Raftelis's subcontractors performing the duties and obligations of this Project Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

b. Raftelis shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Raftelis shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Project Agreement which requires a longer retention period.

c. City shall terminate this Project Agreement if it has a good faith belief that Raftelis has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Raftelis subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Raftelis to terminate its contract with the subcontractor and Raftelis shall immediately terminate its contract with the subcontractor.

d. If City terminates this Project Agreement pursuant to the subsection c above, Raftelis shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Project Agreement was terminated. In the event of such Project Agreement termination, Raftelis shall also be liable for any additional costs incurred by City as a result of the termination.

VI. WAIVER OF JURY TRIAL

Both parties hereby waive a jury trial and will proceed to a trial by judge if necessary.