

PROFESSIONAL SERVICES AGREEMENT BETWEEN INDIAN RIVER COUNTY, FLORIDA AND RAFTELIS
FINANCIAL CONSULTANTS, INC.
FOR
A COMPREHENSIVE WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

This Consulting Agreement ("Agreement") is entered into this ____ day of _____, 2017 (hereinafter referred to as the Effective Date) by and between Indian River County, Florida (the "County" or "Client") and Raftelis Financial Consultants, Inc., 227 W. Trade Street, Suite 1400, Charlotte, NC 28202 ("Raftelis" or "Consultant").

Witnesseth

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

WHEREAS, the Client desires to hire Raftelis, and Raftelis desires to provide services to the Client,

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

Article 1. Statement of Work

Raftelis shall provide professional consulting services to prepare a utility rate study for the Client. Raftelis will perform these services as set forth in more detail in Attachment A.

Article 2. Time for Completion

This Agreement will commence upon approval by the Client and remain in effect for a period of one year. Further renewals of this Agreement are at the option of the Parties and shall be in writing.

Article 3. Compensation

Client shall pay to Raftelis the sum not to exceed Ninety-nine Thousand Four Hundred Dollars (\$99,400.00), which includes professional fees and direct expenses incurred in performing the scope of services outlined in Attachment A. This sum is based upon the scope of work contained herein at Raftelis' current standard hourly rate schedule included in Attachment B. .

The Consultant shall invoice the Client upon the completion of each task or deliverable in accordance with the Project Schedule, or on a monthly basis if the Project Schedule does not otherwise specify. The Client shall pay Consultant in accordance with the Local Government Prompt Payment Act.

Article 4. Additional Services

At the Client's request, Raftelis may submit change orders or proposals for additional professional services. Each change order or proposal submitted shall detail: (1) scope of work for the additional services, (2) period of services to be performed, and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to Raftelis prior to the commencement of work on any proposed additional services. Each change order or proposal for additional services accepted and approved by the Client shall

become part of this Agreement and shall be governed by the terms and conditions contained in this Agreement.

Article 5. Place of Performance

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

Article 6. Indemnification

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

Article 7. Insurance

Consultant shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additionally insured on the Raftelis' Certificates of Insurance, and Raftelis will provide the Client with these Certificates of Insurance by July 28, 2017.

Commercial general liability insurance—\$1,000,000 for each occurrence and \$2,000,000 in the aggregate

Comprehensive automobile liability insurance—\$1,000,000 combined single limit each occurrence

Workers Compensation insurance—Statutory limits

Professional liability insurance—\$1,000,000 in the aggregate

Excess or Umbrella Liability—\$3,000,000 in the aggregate

Article 8. Public Records Compliance

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. Raftelis shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) 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 or as otherwise provided by law.
- (3) 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 records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service.

If the Contractor transfers all public records to the County 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 records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF RAFTELIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

**Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960**

C. Failure of Raftelis to comply with these requirements shall be a material breach of this Agreement.

Article 9. Independent Contractor Status

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

Article 10. Reliance on Data

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

Article 11. Opinions and Estimates

Raftelis' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and Raftelis' expertise and qualifications as a professional. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

Article 12. No Consequential Damages

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

Article 13. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to Raftelis, or (b) for cause, if Raftelis materially breaches this Agreement through no fault of Client, and Raftelis neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Raftelis.
2. **By Raftelis** (a) for cause, if Client materially 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 30 days.
3. **Payment upon Termination.** In the event of termination, Raftelis shall be compensated for all work performed prior to the effective date of termination.

Article 14. Notices

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

If for the Client:

Vincent M. Burke, PE
Director
Indian River County Department of Utility Services
1801 27th Street
Vero Beach, FL 32960

If for Raftelis:

Marco H. Rocca, CMC
Principal Consultant
Raftelis Financial Consultants, Inc.
950 S. Winter Park Drive
Suite 240
Casselberry, FL 32707

Article 15. Compliance with Applicable Laws

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

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

Article 16. General Provisions

- A. Entire Agreement: This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.
- B. Waiver: The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Relationship: Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Raftelis and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- D. Assignment and Delegation: Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. Severability: If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- F. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue and jurisdiction shall be in Indian River County, Florida, Circuit Court.
- G. Paragraph Headings: The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.
- H. Third Party Rights: Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

INDIAN RIVER COUNTY, FLORIDA

By: _____
Signature

Joseph E. Flescher

Print Name

Chairman, Board of County Commissioners

Title

Date

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: Marco H. Rocca
Signature

Marco H. Rocca

Print Name

Principal Consultant

Title

July 11, 2017

Date

ATTACHMENT A

COMPREHENSIVE WATER, WASTEWATER AND RECLAIMED WATER RATE STUDY

SECTION I SCOPE OF SERVICES

This comprehensive rate study addresses five primary objectives expressed by the County: 1) revenue sufficiency; 2) appropriateness of existing rate structure; 3) funding of or modification to the Capital Improvement Program (CIP); 4) updating cost recovery associated with ancillary charges and fees; and 5) updating the wastewater industrial surcharge.

METHODOLOGY

The methodology used for the comprehensive rate study consists of cost of service rate principles with consideration given to community standards. This methodology includes an emphasis on the relationship between customer demand and usage characteristics within each customer classification and budgeted operating fiscal requirements associated with such demand and usage characteristics. The objective is to equitably recover operating expenses from customers in relative proportion to demand and usage characteristics through rates that are easily managed by the utility and understood by the customers. This process includes the avoidance or minimization of subsidization between services.

PROJECT APPROACH

The Consultant will coordinate with County staff to obtain or develop historic, current and projected information, data and assumptions necessary to formulate findings and conclusions relative to the customer base and operating fiscal requirements. Data will be incorporated into a dynamic computer model where findings and results associated with various scenarios and alternatives can be evaluated for appropriate compliance with financial, legal, customer and utility requirements.

Activities include:

- a) Identifying customer characteristics through a billing frequency analysis for rate design/rate structures, rate setting and revenue projection purposes;
- b) Evaluation and modification if necessary of the existing water, wastewater and reclaimed water rate structure;
- c) Allocation of fiscal requirements based on cost of service principles relative to customer service, demand and usage;
- d) Projection of fiscal requirements based on escalation factors relevant to each budgeted line item;
- e) Review and development of near and long term sources and uses to address CIP;
- f) Development of equitable and appropriate user rates and charges, which together with certain other revenues are sufficient to pay 100 percent of all operating expenses, debt service associated with all outstanding debt and any projected revenue bonds, renewal and replacement requirements, debt service coverage provisions, capital provided through user fee revenues, required transfers, and other authorized fiscal requirements not including CIP;
- g) Development of uniform septic to sewer policy.
- h) Adjustment of ancillary charges base on review of personnel, equipment and material costs;
- i) Review, evaluation and adjustment of wastewater industrial surcharge;
- j) Development of a computer rate model with provisions for multi-year projections to provide options and address future operating requirements; and
- k) Meetings, discussions and presentations to County staff.

A modified cost of service methodology will be used that incorporates reviews, investigations and analyses necessary to identify costs of services and customer determinants required to establish appropriate user rates reflecting just and equitable recovery of water, wastewater and reclaimed water service costs. The approach includes the development of a computer rate and financial feasibility model platform to analyze, develop, review and provide forecasts of customers, usage and fiscal requirements with the ability to activate a strategic funding module addressing the Utility's CIP. The model is designed to provide graphic outputs reflecting the salient results of alternatives and scenarios providing comparisons for quick and understandable presentations.

ITEM 1 – WATER, WASTEWATER AND RECLAIMED WATER USER RATE AND CHARGE STUDY TASKS

- 1-1. **Project Initiation** – An on-site or telephone meeting with County staff will be held to initiate the study process, which in general includes:
 - a) Discussion of primary goals and objectives;
 - b) Updating data previously provided by the County and availability of any new data;
 - c) Operating and administrative policies and procedures;
 - d) Current and future economic constraints;
 - e) Customer base and other service agreements;
 - f) Customer growth assumptions;
 - g) Utility's desired approach to funding the CIP including septic to sewer;
 - h) Consultant/County staff communications process; and
 - i) Overview of time schedules, meetings and deliverable formats.
- 1-2. **Customer Data** – A review and evaluation of historic and current water, wastewater and reclaimed water customer activity and user fee revenue data will be conducted to identify customer characteristics. To facilitate this task a request for data will be directed to the County for either a comprehensive billing frequency analysis if available through the current billing system, or an electronic file containing information for 12 consecutive months of bills by customer classification and meter size on the number of: (i) accounts; (ii) dwelling units if applicable; (iii) equivalencies; (iv) usage; and (v) the user fee amount for each bill. In addition, billing, demand and usage data for all customers provided service(s) through special agreements. The billing frequency analysis is necessary to identify the water, wastewater and reclaimed water usage characteristics by customer class and size of service. Once the billing frequency analysis is completed, the Consultant will coordinate with the County to verify the results and obtain concurrence on the findings for use in developing the user rates and charges. An important element in the billing frequency process is the identification of "outliers" and/or events where billing corrections were made but usage amounts in the billing data were not corrected. Additionally, flow, strength and frequency data will be requested on customers subject to the wastewater industrial surcharge.
- 1-3. **Fiscal and Revenue Requirements** – A review and evaluation will be conducted of utility financial and accounting information, including but not limited to budgets, historical and current financial records, operation and maintenance reports, R&R activities, CIP and schedules of existing, proposed debt service and policies regarding reserve fund balances. The results and findings will be discussed with County staff to obtain concurrence and then used as the basis for fiscal and revenue requirements. This item includes reconciling affiliated activities such as allocation of interest and other income.
- 1-4. **Rate and Fee Architecture** – The existing rate structures, including policy relative to Guaranteed Revenue, will be evaluated to identify conformance with goal and objectives. Of interest to the County is an evaluation of water, wastewater and reclaimed water equivalency criteria by customer class, usage block allowances, correlation to impact fee equivalency criteria and other revenue generation items as may be appropriate. Items of interest will be evaluated and developed as necessary together with comparative results on customer billing impacts, revenue sufficiency and other utility concerns including use of automatic indexing.
- 1-5. **Allocation of Cost and Rate Adjustments** – Net revenue requirements for each utility function will be allocated to individual rate structure components pursuant to the proposed rate structure criteria. Based on customer classes, equivalency/demand determinants and allocated revenue requirements, user rates will be developed independently for water, wastewater and reclaimed water. Tables and schedules identifying changes in the proposed rates together with customer impacts and comparison to other communities will also be developed and included in the study process.
- 1-6. **Forecast of Customer Equivalencies and Billable Usage** – Pursuant to historical and planning data provided by the County, projections of the number of equivalencies and billable flows by customer class and rate structure configuration for each utility service will be developed and reviewed with County staff for concurrence.

- 1-7. **Forecast of Revenue Requirements and Operating Results** – A 5-year proforma operating statement will be developed for each utility service and combined into one consolidated statement. The proforma will include projections of revenue, O&M expenses, net revenue, debt service, transfer from other utility funds and other fiscal activities/requirements of the Utility. The projected operating results will be used to demonstrate the sufficiency of recommended rates.
- 1-8. **Capital Improvement Funding Module** – A CIP module will be incorporated into the rate model to allow for reviews of alternative sources of funding the capital improvement requirements, including pay as you go, debt, grants and a combination of other sources. Unless provided individually by the County, general financing assumptions for revenue bonds, State Revolving Fund (SRF) loans and bank qualified loans will reflect the Consultant's understanding of current and anticipated financing requirements.
- 1-9. **Uniform Septic to Sewer Policy** – Forecasts of occurrences and timing of septic to sewer conversions including policy on connection requirements, as provided by County staff, will be evaluated to determine potential annual operating cash flow and marginal revenue available to assist with utility enterprise funding of localized connection facility costs. A matrix of the analysis results will be utilized to: 1) illustrate attributes of selected ranges of utility enterprise funding; and 2) assist with selection of components of a uniform septic to sewer policy.
- 1-10. **Preliminary Findings** – Upon completion of the initial analysis, the Consultant will meet with County staff for the purpose of: (i) reviewing the findings and conclusions; (ii) discussing any issues or concerns County staff may have regarding the findings; and (iii) obtaining County staff comments, observations and directions on proceeding with the development of an initial draft report.
- 1-11. **Draft Reports** – A draft report will be prepared containing discussions, tables and supporting documentation associated with the major elements of the study, including but not limited to customer data, fiscal requirements, rate design and projections of operations. Copies of the draft report will be provided in electronic format to County staff for review and comments.
- 1-12. **Draft Report Meeting** – One meeting is contemplated with County staff to present and discuss the draft report. It is anticipated that upon completion of this meeting County staff will provide a sufficient level of comments and directions for the Consultant to: 1) modify the draft report as necessary; and 2) work with County staff to schedule one-on-one and/or public workshop meetings with Board of County Commissioners (BCC).
- 1-13. **Meetings With BCC** – Pursuant to the type of meeting, the Consultant will prepare appropriate presentation materials, have interactive computer model available and provide discussions associated with the rate study findings and conclusions. It is understood that the BCC may direct changes or alternatives requiring reevaluation and necessitate additional meetings.
- 1-14. **Final Report** – One printed signed copy together with an electronic copy of the final report will be provided to the County.
- 1-15. **Assist with Draft Ordinance** – Assist County staff with preparation of draft ordinance/resolution together with providing reviews and comments of the final ordinance/resolution as prepared by County.
- 1-16. **Final Meeting** – The Consultant will attend one public hearing to assist with the presentation of the findings of the final report to the County Commission.

ITEM 2 – ANCILLARY CHARGES AND FEES UPDATE STUDY TASKS

- 2-1. **Data Acquisition** – Coordinate with County staff to obtain labor, material and administrative resources associated with:
 - a) Meter Replacement and Removal
 - b) Water and Sewer Service Connections
 - c) Meter Installation
 - d) Water Service Reconnection
 - e) Meter Test
 - f) Engineering Services
 - g) Inspection Fee.
- 2-2. **Update Charges and Fees** – Update services listed above pursuant to current time and material costs.
- 2-3. **Preliminary Findings** – Meet with County staff to: (i) review the updated service charges and fees; (ii) discuss issues and/or concerns that County staff may have regarding the findings; and (iii) obtain County staff comments, observations and directions on proceeding with the development of an initial draft report.
- 2-4. **Draft Reports** – A draft report will be prepared containing discussions, tables and supporting documentation associated with the major elements of the updated charges and fees, including comparisons where applicable to ancillary charges of other utilities.
- 2-5. **Draft Report Meeting** – One meeting is contemplated with County staff to present and discuss the draft report. It is anticipated that upon completion of this meeting County staff will provide a sufficient level of comments and directions to allow the Consultant to finalize the study.
- 2-6. **Final Report** – One printed signed copy together with an electronic copy of the final report will be provided to the County.
- 2-7. **Assist with Draft Ordinance** – Assist County staff with preparation of draft ordinance/resolution together with providing reviews and comments of the final ordinance/resolution as prepared by County.
- 2-8. **Final Meeting** – The Consultant will attend one public hearing to assist with the presentation of the findings of the final report to the County Commission.

ITEM 3. ADDITIONAL SERVICES

Pursuant to Item 1 and 2 of the above Scope of Services, the Consultant will respond to requests by the County for additional services. The additional services may include, but are not limited to: assistance with obtaining billing data from new software environment, verification of customer data at County level; requests for development of alternative rate structures and/or customer classes after the submittal of the draft report; requests for development of alternative and/or different ancillary charges after the submittal of the draft report; Item 2 meetings that are not concurrent with meetings in Item 1; any one-on-one meetings with large users or other parties as requested by the County; preparation in lieu of assisting in developing the draft ordinance/resolution; implementation assistance; negotiations with other entities relative to bulk services; capital funding assistance and utility strategic planning.

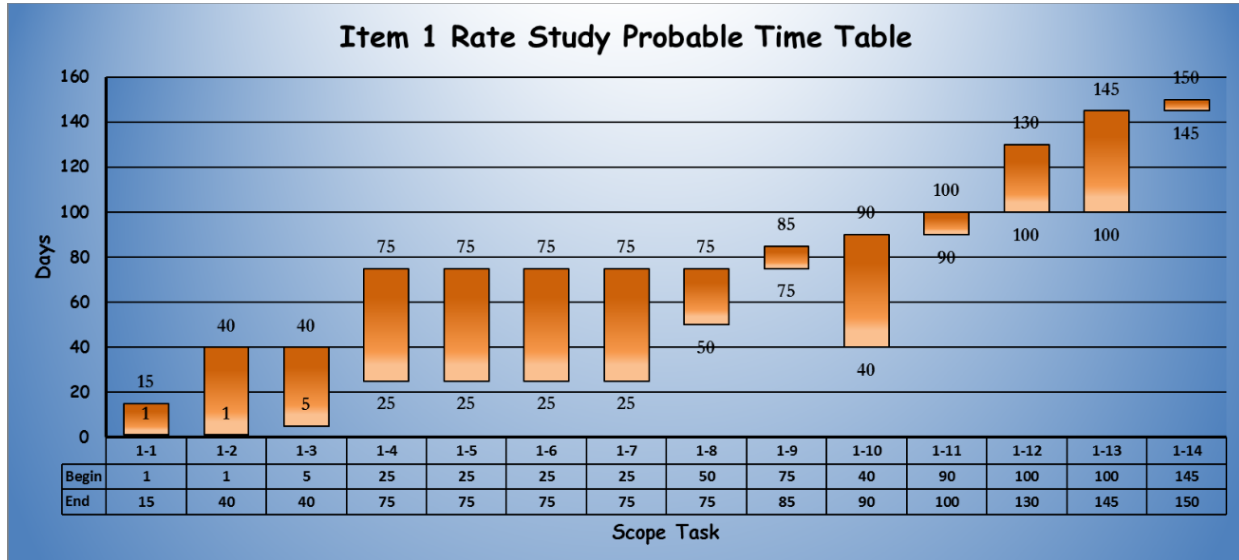
ITEM IV. ITEMS TO BE FURNISHED AT NO EXPENSE TO THE CONSULTANT

The County will assist the Consultant by furnishing, at no cost to the Consultant, all available pertinent information including data if applicable to customers, billing frequency reports, operating reports, financial statements, budgets, unencumbered fund balances, cost estimates, agreements, ordinances, codes, and any other data relative to performance of the above services for the project. It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the Consultant without independent verification of the same.

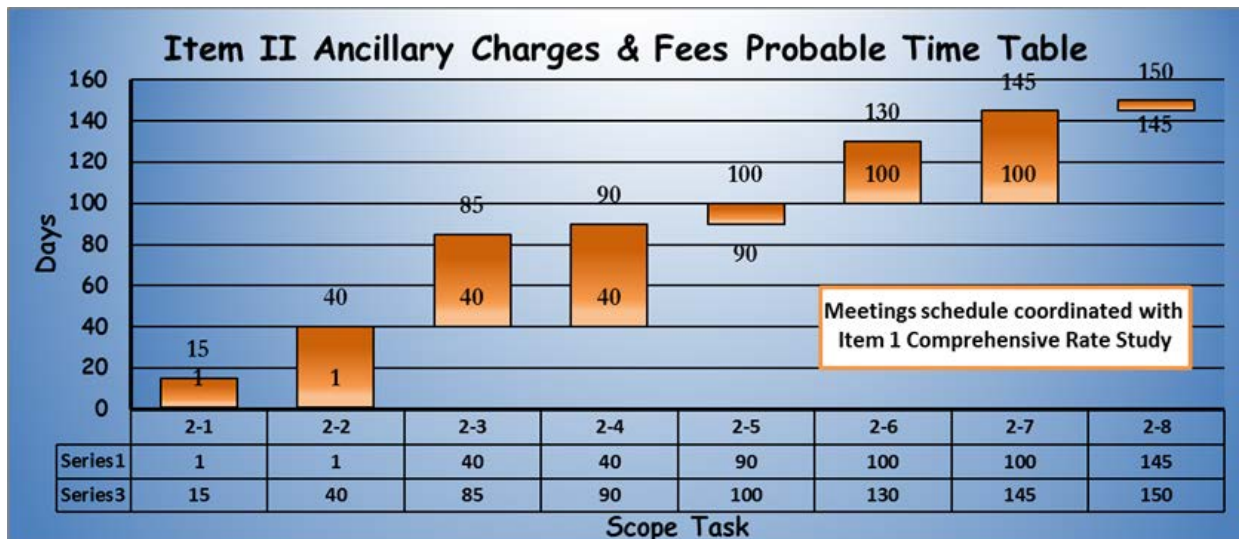
The County will designate in writing a person to act as the County's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Consultant's services.

SECTION II TIME OF PERFORMANCE

Scope of Services for Item 1 will be completed within approximately one hundred and fifty (150) calendar days from receipt of Notice to Proceed except for delays beyond the reasonable control of the Consultant. Item 1 Study Tasks 1-1 through 1-9 of the Scope of Services are anticipated to be completed within eighty-five (85) days. Item 1 Study Tasks 1-10 through 1-16 and Item III of the Scope of Services will be completed as mutually agreed. The probable time table by Study Tasks for the rate study is provided below in the graph.



Scope of Services for Item 2 will be completed within approximately seventy-five (75) calendar days from receipt of Notice to Proceed except for delays beyond the reasonable control of the Consultant. Item 2 Study Tasks 2-1 through 2-3 of the Scope of Services are anticipated to be completed within forty (40) days. Item 2 Study Tasks 2-4 through 2-8 of the Scope of Services will be completed concurrently with similar Study Tasks in Item 1. The probable time table by Study Tasks for the ancillary rate and fee study is provided below in the graph.



SECTION III COMPENSATION

The Consultant for Scope of Service Item 1, except Study Task 1-13, will be paid based on the Hourly Rate Schedule, with the amount not to exceed Eighty-One Thousand Five Hundred Dollars (\$81,500.00) including reimbursable expenses and as per the services authorized and performed in accordance with Section I Item 1 of the Agreement.

The Consultant for Scope of Services Item 2 will be paid based on the Hourly Rate Schedule, with the amount not to exceed Seventeen Thousand Nine Hundred Dollars (\$17,900.00) including reimbursable expenses and as per the services authorized and performed in accordance with Section I Item 2 of the Agreement. The not to exceed amount for Item 2 is predicated on meetings associated with Study Tasks 2-3, 2-4 and 2-5 being conducted concurrently with similar Study Tasks in Item 1.

Compensation for Scope of Services Item 1 Study Task 1-13 and Item 3 Additional Services, will be as mutually agreed and issued in the form of a change order.

Invoices for services shall be submitted by the 10th of the month, and payments shall be made net thirty (30) days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by the County.

Attachment B - Raftelis' 2017 Billing Rates

Position	<u>Rate</u>
Administrative Support Personnel	\$62
Technician	\$98
Associate	\$136
Consultant	\$165
Senior Consultant	\$187
Manager	\$200
Senior Manager	\$255
Principal Consultant	\$213
Senior Manager	\$255