

BOCC CONTRACT APPROVAL FORM

CS 20-244

(Contract Management Use only)
CONTRACT TRACKING NO.
CM3005

GENERAL INFORMATION

Requesting Department County Manager

Contact Person: Taco Pope

Telephone: (904) 530-6100 Fax: () Email: tpope@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Raftelis

Address: 341 N. Maitland Avenue, Suite 300 Maitland FL 32751
City State Zip

Contractor's Administrator Name: Robert Ori Title: Executive Vice President

Telephone: (407) 628-2600 Fax: () Email: rori@raftelis.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Robert Ori

Authorized Signatory Email: rori@raftelis.com

CONTRACT INFORMATION

Contract Name: Raftelis-Utility Consulting Services/Interlocal Agreement Review re: JEA

Description: Raftelis will provide utility rate and financial consulting re:NC/JEA W/WW Interlocal
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: _____ Amount per Period: NTE \$25,400

Total Amount of Contract: NTE \$25,400
APPROXIMATE IF NECESSARY

Source of Funds: 01121512-531000 Termination/Cancellation: _____

Authorized Signatory: Taco Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 10/01/2021

Status: ___ New ___ Renew ___ Amend# ___ WA/Task Order

How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other X

If Processing an Amendment:

Contract #: _____ Increased Amount of Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amendment Amount: _____

Continued on next page

CHECKLIST		
<i>Complete and attach before sending contract for final signature</i>		
Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Taco E. Popey AICP 6/25/2021 County Manager
 Department Head Signature Date Submitting Department
2. [Signature] 6/27/2021 01121512-531000
 Procurement Date Funding Source/Acct #
3. Megan Diehl 6/30/2021
 Office of Management & Budget Date
4. Michael S. Mullin 6/30/2021
 County Attorney/Contract Management Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 6/30/2021
 County Manager Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
 Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance

PROFESSIONAL SERVICES AGREEMENT
FOR NASSAU COUNTY, FLORIDA

THIS AGREEMENT made and entered into this 6th day of July 2021, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Raftelis Financial Consultants, Inc.**, located at 341 N. Maitland Avenue, Suite 300, Maitland, Florida 32751, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services for utility rate and financial consulting services; and

WHEREAS, said services are more fully described in the *Proposal* dated June 11, 2021, Attachment "A", attached hereto and incorporated herein as; and

WHEREAS, Consultant desires to render certain professional services as described in the *Proposal*, and has the qualifications, experience, staff and resources to perform those services; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the attached *Proposal*.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with the attached *Proposal*.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in the *Proposal*, County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the

Initials TP

Initials RO

orderly progress of Consultant's services. County hereby designates the County Manager to act on County's behalf with respect to the *Proposal*. The County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall begin on the date of its execution and end on October 1, 2021. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in County's best interest and sole discretion. Any agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated per the rates established in the attached *Proposal*, with a total sum not to exceed \$25,400.00 for the contract period.

5.2 Consultant shall prepare and submit to the County Manager, for approval, an invoice for the services rendered under this Agreement, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

ARTICLE 6 - STANDARD OF CARE

Initials TP

Initials RD

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement; and
- 7.2 The *Proposal* dated June 11, 2021 attached hereto as Attachment "A"; and
- 7.3 *Certificate of Liability Insurance* attached hereto as Exhibit "1"; and
- 7.4 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County 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 Consultant and other persons employed or utilized by Consultant, in the performance of the Agreement.

ARTICLE 10 - INDEPENDENT CONSULTANT

Initials TP

Initials RO

Consultant undertakes performance of the services as an independent consultant under this Agreement and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Agreement.

ARTICLE 11 – EXTENT OF AGREEMENT

11.1 This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

11.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 12 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 13 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents as set forth in the *Certificate of Liability Insurance*, Exhibit "1", attached hereto and incorporated herein.

ARTICLE 14 – ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

Initials TP

Initials RB

ARTICLE 15 - TERMINATION OF AGREEMENT

15.1 Termination for Convenience: This Agreement may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

15.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Agreement for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 16 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 17 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Nassau County, Florida.

ARTICLE 18 - MISCELLANEOUS

Initials TP

Initials RO

18.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18.3 PUBLIC RECORDS

County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that Consultant is providing services to County, and pursuant to Section 119.0701, Florida Statutes, Consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.

Initials TP

Initials RB

b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 contract term and following completion of the Agreement if Consultant does not transfer the records to the public agency.

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

18.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other

Initials TP

Initials RO

party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 20 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 22 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 23 - NOTICE

23.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent

Initials TP

Initials RD

by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Taco E. Pope, AICP
County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097
(904) 530-6010
tpope@nassaucountyfl.com
abell@nassaucountyfl.com

With a copy to the County Attorney at:

96135 Nassau Place, Suite 6
Yulee, Florida 32097
(904) 530-6100
contracts@nassaucountyfl.com

CONSULTANT:

Robert J. Ori, Executive Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Ave., Suite 300
Maitland, Florida 32751
(407) 960-1811

23.2 Notices shall be effective when received at the address specified above.

Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

23.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

Initials TP

Initials RO

ARTICLE 24 - DISPUTE RESOLUTION

24.1 County may utilize this section, at their discretion, as to disputes regarding Agreement interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Agreement. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

24.2 If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

[Signatures on next page.]

Initials TP

Initials RA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Taco E. Pope AICP
Taco E. Pope, AICP, County Manager
Its: Designee

Raftelis Financial Consultants, Inc.

Robert J. Ori

By: Robert J. Ori

Its: Executive Vice President

Date: 7/6/2021

Initials TP

Initials RO

Attachment "A"

Proposal



June 11, 2021

Mr. Taco Pope
County Manager
Nassau County
96135 Nassau Place, Suite 1
Yulee, FL 32097

Subject: Proposal to Provide Utility Consulting Services – Interlocal Agreement Review Services

Dear Mr. Pope:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this proposal to provide consulting services to provide utility rate and financial consulting services (the "Proposal") to the Nassau County (the "County") with respect to addressing certain issues regarding the Nassau County / JEA Water and Wastewater Interlocal Agreement dated December 17, 2001 between the County and JEA (the "Interlocal Agreement"). Based on our discussions, the services to be provided will consist of i) preparing a compliance review of the information and analyses provided annually by JEA pursuant to Section 5 of the Interlocal Agreement; ii) providing analytical support services in the review of the franchise fee payments pursuant to Section 9 of the Interlocal Agreement and iii) assisting the County with its annual review / determination of the potential acquisition price for the water and wastewater utility system owned by JEA in Nassau County that is subject to the terms of the Interlocal Agreement (the "System") (collectively, the "Project"). Based on our discussions and our understanding of the Project, Raftelis proposes the following:

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Robert Ori would be the project director and the primary contact with the County. Other financial analysts and administrative personnel with the firm may be utilized during the engagement as needed. Please see Attachment A for a summary of the personnel by title and billing rates for Raftelis staff that may be utilized during this engagement which is made part of this Proposal.

SCOPE OF SERVICES

The scope of services to be performed by Raftelis is included in Attachment B, which is made a part of this Proposal.

COMPENSATION AND BILLING

Based on the scope of services as summarized in Attachment B and the direct labor billing rates as identified herein, we propose to establish a maximum not-to-exceed contract to perform the Project on behalf of the County by Raftelis in the amount not-to-exceed \$25,400. This cost estimate does not include any costs for the Project that may be attributable to the services to be provided by any consulting engineers for the County, outside legal counsel, or any other County consultants. A cost estimate delineated by task that

Mr. Taco Pope
Nassau County
June 11, 2021
Page 2

comprises the scope of services is shown in Attachment C, which is made a part of this Proposal. Although delineated task, the amount represents the total cost for the Project and the actual amounts billed by Raftelis for each task and by project team member as identified in the cost estimate may vary from what is estimated and shown on Attachment C so long as the total amount billed does not exceed the maximum not-to-exceed contract price for the Project.

This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by Raftelis as well as an allowance for other direct costs such as travel, telephone, delivery charges and subconsulting expenses, if any. The costs incurred by Raftelis for such other direct costs, if any, would be billed to the County based on the standard rate for the recovery of such costs as identified in Attachment A. It is proposed that Raftelis would bill monthly for services relative to this engagement based on the sum of: i) the hourly amount of time spent by the Project team members; ii) the other direct costs incurred to provide the financial consulting services; and iii) the subconsulting expenses incurred by Raftelis required to assist in Project completion, as adjusted for administrative costs per Attachment A. This Agreement does not contemplate the use of any other subconsultants to assist Raftelis in the completion of the Project.

The proposed contract budget will be billed on an hourly basis predicated on the actual work effort (i.e., a time and materials basis) performed by Raftelis and not on a lump-sum basis. To the extent that the Project was completed at a cost less than the contract budget, Raftelis would not invoice the County for any amounts remaining (unbilled) on such contract except for the provision of any additional services which the County may request from that would require our services, as mutually agreed between the parties.

PROJECT SCHEDULE

Upon notification to proceed as provided by the County and upon the receipt of the information from JEA, including any additional information received from interrogatories sent to JEA by the County associated with the Project, Raftelis plans to perform the services within sixty (60) days after information is received. The completion of the analysis would be subject to the availability of information provided to Raftelis from the JEA in a usable format that would be necessary to conduct the service area asset analysis and the calculation of the franchise.

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

Mr. Taco Pope
Nassau County
June 11, 2021
Page 3

planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, no information to be developed by Raftelis will fall under this definition of municipal advice.

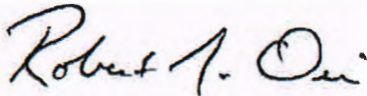
By accepting this Proposal and in consideration of an Agreement between the County and Raftelis, the County is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing any conflicts of interest and any limitations on the scope of Municipal Advisory services to be 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.

We appreciate the opportunity to submit this Proposal to the County to provide consulting services on behalf of the County. If this Proposal is acceptable, please provide the necessary contractual documents and the notification of acceptance that references this Proposal such that we can be available to initiate the Project upon notification by the County. Again, we appreciate this opportunity to provide utility rate and financial consulting services on behalf of the County and look forward to working with the County and you in the near future on the Project.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Robert J. Ori
Executive Vice President

RJO/dlc
Attachments

ATTACHMENT A**NASSAU COUNTY, FLORIDA****UTILITY CONSULTING SERVICES - SERVICE AGREEMENT REVIEW SERVICES****SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES****DIRECT HOURLY LABOR RATES**

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President	\$250.00
Vice President	\$225.00
Senior Manager	\$200.00
Manager	\$185.00
Supervising Consultant	\$165.00
Senior Consultant	\$150.00
Rate Consultant	\$135.00
Consultant	\$110.00
Associate	\$100.00
Senior Analyst	\$ 90.00
Rate Analyst	\$ 80.00
Analyst	\$ 70.00
Assistant Analyst	\$ 60.00
Administrative	\$ 70.00

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	Current IRS 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 – Not-to-Exceed per Raftelis Employee	\$10.00 – Breakfast \$15.00 – Lunch \$30.00 – Dinner
Subconsultant Services	Actual Cost Plus 5.0%
Other Costs for Services Rendered	Actual Cost

ATTACHMENT B

NASSAU COUNTY, FLORIDA

UTILITY CONSULTING SERVICES - SERVICE AGREEMENT REVIEW SERVICES

SCOPE OF SERVICES

GENERAL

The work to be performed on behalf of the Nassau County (the "County") will include i) preparing a compliance review of the information and analyses provided annually by JEA pursuant to Section 5 of the Interlocal Agreement; ii) providing analytical support services in the review of the franchise fee payments pursuant to Section 9 of the Interlocal Agreement and iii) assisting the County with its annual review / determination of the potential acquisition price for the water and wastewater utility system owned by JEA in Nassau County that is subject to the terms of the Interlocal Agreement (the "System") (collectively, the "Project").

SCOPE OF SERVICES

The following is a summary of the scope of services and corresponding tasks to be performed by Raftelis Financial Consultants, Inc. ("Raftelis") by specific task:

Task 1 – Initial Document Review and Data Checklist: Raftelis will review prior documents, calculations and information provided to the County by JEA in support of meeting the intent of the Interlocal Agreement. Based on this review and working with the County, Raftelis will prepare a written check list and data needs summary to assist the compilation of information from JEA. This scope recognizes that Raftelis will assist the County in the preparation of a formal request to JEA to begin the data compilation activities and to develop a data process. The data needs will include, but not be limited to, detailed fixed asset records and descriptions for utility plant additions and deletions in the water and wastewater utility system owned by JEA in Nassau County that is subject to the terms of the Interlocal Agreement (the "System"); ii) basis for acquisition; iii) customer information and sales (potable and reclaimed water use and billed wastewater flows) statistics; iv) impact fees received by JEA from development within the System; v) permits for water and wastewater treatment plants located in the System; vi) grant funds received by JEA that were applied to plant construction in the System; vii) revenues earned by JEA by utility and customer type; and viii) other related information.

This task also recognizes the attendance of an on-site meeting with JEA to review the Interlocal Agreement and to develop the process for the compilation and transfer of information to the County, to "crosswalk" the information needs to the Interlocal Agreement, and to discuss any other issues related to the data transfer process.

Task 2 – Review of JEA Provided Documents: Raftelis will assist the County in the review of the documents and information required to be submitted by JEA in accordance with the Interlocal Agreement for completeness and consistency to the meet the needs of Section 5 of the Interlocal Agreement. Based on the data review, Raftelis will prepare a list of "document deficiencies", if any, and interrogatories for

document clarification or additional data for the County based on the information as provided by JEA. Raftelis will attend one on-site meeting with the County and JEA to review the current period data submittal.

Task 3 – Develop/Review Utility Net Investment Update per Section 5 of Interlocal Agreement: Based on data received per the Task 2 activities and based on the overall data availability, Raftelis will update the County's Utility Asset Analysis workpaper initially prepared in 2020 to i) identify and track the utility plant assets placed into service or retired from service to identify the gross net plant in service; ii) identify the change in accumulated depreciation on the reported gross plant in service to estimate net plant in service; iii) based on asset descriptions and cost, identify the estimated property-related contributions-in-aid-of-construction; iv) based on new development and customer information, estimated the cash-related contributions-in-aid-of construction; and v) identify other contributed capital and possible adjustments in the determination of Net Investment.

Task 4 – Develop/Review of Projected Franchise Fee Payments per Section 9 of Interlocal Agreement: Raftelis will review the financial and statistical information provided by JEA and perform analytical procedures to assist the County with its review of the calculated franchise fee payments provided by JEA.

Task 5 – County Presentation of Results and Findings: Raftelis will attend one meeting with the County to present the results and findings associated with the review of the JEA documents, the development of the end of year Net Investment and franchise fee estimates / true-up, and any issues or information deficiencies identified during our document review and analytical evaluations.

Task 6 – Technical Memorandum/Report: Raftelis will prepare a technical memorandum or report documenting the procedures used in our evaluations, the data received from JEA, and our analytical support services and any issues or information deficiencies relative to compliance with the Interlocal Agreement for the County's consideration.

Meetings: Meetings will also be held throughout the course of the Project to review the information checklist and provided information from JEA, the results of the financial evaluation, and discuss other observations and issues with the County. The total number of meetings assumed under this portion of the scope of services and cost estimate includes two (2) on-site meetings and two (2) off-site (virtual) meetings; attendance of any additional on-site or off-site meetings will be considered as an additional service to this scope of services. It was assumed that the on-site meetings, including preparation and travel allowances, would have a duration of eight (8) hours and the virtual meetings would have a duration of two (2) hours per meeting.

List of Deliverables

The deliverables to be provided with respect to the preparation of the design of the recommended rates and rate structure component of the Project shall include the following items:

- Data Checklist and Data Request
- Net Investment Evaluation (Update)
- Technical Memorandum / Letter

During the performance of the Project, Raftelis shall provide all labor, equipment, vehicles, computers, financial modeling / analysis, and associated items required for performing the scope of services as identified below and by reference referred to as the Project.

ADDITIONAL SERVICES

During the study, the County may request that Raftelis provide additional services relative to the performance of the rate and fee evaluation as delineated in the scope of services which would result in the performance of additional services by Raftelis. Such services will not be conducted until authorized by the County as mutually agreed between the parties. Regarding additional services that would be billed by Raftelis, all invoices for additional services will be based on the hourly rate schedule of the Raftelis project members as identified in this Agreement. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of meetings with County staff, County committees or interested parties, or public hearings with the Board in addition to what is contemplated in the scope of services.
2. The derivation of rate design alternatives which are not contemplated in the scope of services.
3. Review and design of other existing or new ancillary or miscellaneous service charges.
4. Development of any feasibility disclosure reports for the financing of capital improvements to the System.
5. Delays in the Project schedule, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.

(Remainder of page intentionally left blank)

Attachment C
Nassau County, Florida

Job Cost Estimate to Assist Nassau County in the Evaluation of Compliance with Interlocal Agreement (Sections 5 and 9) by JEA

Line No.	Activity	Task Ref.	Executive Vice President	Manager	Supervising Consultant	Consultant	Senior Analyst	Analyst	Clerical and Administrative	Totals
1	Project Billing Rates (\$/Hr.)		\$250.00	\$185.00	\$165.00	\$110.00	\$90.00	\$70.00	\$70.00	
2	Initial Document Review and Data Checklist	1	4	-	8	-	-	-	4	16
3	Review of JEA Provided Documents	2	4	-	10	-	-	-	-	14
4	Develop / Review of Net Investment Update per Section 5 of Interlocal Agreement	3	4	-	24	-	6	-	-	34
5	Develop / Review of Projected Franchise Payments per Section 9 of Interlocal Agreement	4	2	-	8	-	2	-	-	12
6	County Presentation of Results and Findings (Presentation Materials, etc.)	5	2	-	2	-	-	-	7	11
7	Preparation of Technical Memorandum Meetings	6	4	-	4	-	-	-	2	10
8	Meeting with JEA to Review Information and Checklist Compliance (One On-site Meeting)	2	8	-	8	-	-	-	2	18
9	Meeting with County to Present Findings and Issues (One On-site Meeting)	5	8	-	8	-	-	-	-	16
10	Progress / Data Review / Analysis Meetings (2 Virtual Off-site Meetings)		4	-	4	-	-	-	-	8
11	Project Management / Administration	All	2	-	-	-	-	-	2	4
12	Total Project Hours		42	-	76	-	8	-	17	143
13	Total Direct Labor Cost - All Tasks		\$ 10,500	\$ -	\$ 12,540	\$ -	\$ 720	\$ -	\$ 1,190	\$ 24,950
14	Average Hourly Billing Rate									\$174.48
	Allowance for Other Direct Costs									
15	Telephone / Communication Allowance									50
16	Transportation Allowance - 330 Miles Round Trip at \$0.56 per Mile (2021 IRS Mileage Rate)									370
17	Miscellaneous Expense Allowance (Delivery Charges, Miscellaneous Travel, Copy Expenses, etc.)									30
18	Total Allowance for Other Direct Costs									450
19	Total Estimated Project Cost - Interlocal Agreement Services									\$ 25,400

Exhibit "1"

Certificate of Liability Insurance

This page has been left blank intentionally.