

**RESOLUTION NO. 21-09-96**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, APPROVING A PROFESSIONAL  
SERVICES AGREEMENT BETWEEN RAFTELIS FINANCIAL  
CONSULTANTS, INC., AND ISLAMORADA, VILLAGE OF  
ISLANDS, TO PERFORM A WASTEWATER RATE AND CAPACITY  
FEE STUDY FOR THE VILLAGE'S WASTEWATER UTILITY;  
AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS  
AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE  
VILLAGE MANAGER TO EXPEND BUDGETED FUNDS;  
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE  
AGREEMENT; AUTHORIZING WAIVER OF COMPETITIVE  
BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village"), needs a consultant to perform a wastewater rate and capacity fee (wastewater system development charge) study for the Village's Wastewater Utility; and

**WHEREAS**, Raftelis Financial Consultants, Inc. ("Raftelis"), has provided a scope of work and cost proposal to provide a wastewater rate and capacity fee (wastewater system development charge) study for the Village at a not-to-exceed amount of Forty-two Thousand Eight Hundred Twenty and no/100 Dollars (\$42,820.00), set forth as Exhibit A to the Professional Services Agreement attached hereto; and

**WHEREAS**, Raftelis estimates that it will take four (4) months to complete the Study, which is needed to facilitate the Village's financial consultant's evaluation of debt refinancing options, and a waiver of competitive bidding would allow Raftelis to begin working on the Study without going through a lengthy procurement process; and

**WHEREAS**, the Village Council finds that approving the attached Professional Services Agreement and approving a waiver of competitive bidding is in the best interests of the Village.

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

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

**Section 2.** **Approval of Agreement.** The Village Council hereby approves the attached Professional Services Agreement together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

**Section 3.** **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all necessary actions to implement the terms and conditions of the Professional Services Agreement.

**Section 4.** **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Professional Services Agreement.

**Section 5.** **Execution of Agreement.** The Village Manager is authorized to execute the terms and conditions of the Professional Services Agreement and to execute any extensions and/or amendments to the Professional Services Agreement, subject to the approval as to form and legality by the Village Attorney.

**Section 6.** **Waiver of Purchasing Provisions.** In accordance with Sections 2-328(1) and 2-328(3) of the Village Code, the Village Council waives the Purchasing Provisions of the Village Code to utilize the services of Raftelis without competitive selection.

Motion to adopt by Councilman Mark Gregg, seconded by Vice Mayor Pete Bacheler.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III                    YES

Vice Mayor Pete Bacheler                    YES

Councilman Mark Gregg                    YES

Councilman Henry Rosenthal                    YES

Councilman David Webb                    YES

**PASSED AND ADOPTED this 30<sup>th</sup> day of September, 2021.**



JOSEPH B. PINDER III, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**ISLAMORADA, VILLAGE OF ISLANDS**  
**AND**  
**RAFTELIS FINANCIAL CONSULTANTS, INC.**

This **Professional Services Agreement** ("Agreement") is entered into this 5<sup>th</sup> day of October, 2021, (hereinafter referred to as the effective date of the Agreement) by and between Islamorada, Village of Islands, a Florida municipal corporation, (the "VILLAGE") and Raftelis Financial Consultants, Inc. ("RAFTELIS").

**Preamble**

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

WHEREAS, the VILLAGE desires to hire RAFTELIS, and RAFTELIS desires to provide services to the VILLAGE; and

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

**Article 1. Statement of Work**

RAFTELIS shall provide professional consulting services to assist the VILLAGE with two major elements: 1) development of a wastewater financial forecast and rate study, and 2) capacity (system development) fee study. (Tasks 1.1 through 7 of the Scope of Services at Exhibit A)

**Article 2. Time for Completion**

This Agreement will commence upon execution by both parties and remain in effect through March 30, 2021. Any further extensions of this Agreement shall be at the option of both the Parties and shall be in writing and not to exceed a period of one hundred and eighty (180) days.

**Article 3. Compensation**

The VILLAGE shall pay to RAFTELIS the sum not to exceed Forty-two Thousand Eight Hundred Twenty and no/100 Dollars (\$42,820.00) for services rendered hereunder, which includes professional fees and direct reimbursable expenses incurred in performing the scope of services, as outlined in Exhibit A. The parties understand that this sum is based upon the scope of work contained herein at RAFTELIS's current fee schedule included in Attachment B. Any expansion of the scope of work by the VILLAGE shall involve the discussion of additional fees by both parties.

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

#### **Article 4. Additional Services**

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

#### **Article 5. Place of Performance**

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

#### **Article 6. Indemnification**

RAFTELIS hereby agrees to indemnify the VILLAGE and to hold the VILLAGE harmless from claims, actions, and demands, including claims for injury, death of any person, and loss or damage to property, against the VILLAGE caused by the negligent acts, errors, or omissions of RAFTELIS under this Agreement. RAFTELIS shall not be responsible for any claim to the extent caused by the negligence of the VILLAGE.

#### **Article 7. Insurance**

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

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

Comprehensive automobile liability insurance - \$1,000,000 combined single limit each occurrence  
Workers Compensation insurance - Statutory limits

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

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

### **Article 8. Confidential Information**

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

### **Article 9. Independent Contractor Status**

It is understood and agreed that 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 VILLAGE 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's employees shall not be entitled to benefits that may be afforded from time to time to VILLAGE employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the VILLAGE shall not be responsible for withholding or paying any taxes or social security on behalf of RAFTELIS's 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 VILLAGE and/or others may supply RAFTELIS with certain information and/or data, and that RAFTELIS will rely on such information. It is agreed that the accuracy of such information is not within RAFTELIS's 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's scope of services.

### **Article 11. Opinions and Estimates**

RAFTELIS's opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and RAFTELIS's 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 VILLAGE'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 VILLAGE.

#### **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 nonperformance 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 VILLAGE** (a) for convenience on thirty (30) days' notice to RAFTELIS, or (b) for cause, if RAFTELIS materially breaches this Agreement through no fault of the VILLAGE and RAFTELIS neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after the VILLAGE has given written notice of the alleged breach to RAFTELIS.
2. **By RAFTELIS** (a) for cause, if the VILLAGE materially breaches this Agreement through no fault of RAFTELIS and VILLAGE neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after RAFTELIS has given written notice of the alleged breach to VILLAGE.
3. **Payment upon Termination.** In the event of termination, RAFTELIS shall perform such additional work as is reasonably necessary for the orderly closing of the Work. RAFTELIS shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work.

#### **Article 14. Notices**

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

If for the VILLAGE:

Gregory J. Oravec, Village Manager  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

With a Copy to:

Roget V. Bryan, Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

If for RAFTELIS:

Anthony Hairston, Vice President  
Raftelis Financial Consultants, Inc.  
341 N. Maitland Ave., Suite 300  
Maitland, FL 32751

#### **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. Records/Audits**

RAFTELIS shall comply with the applicable provisions of Chapter 119, Florida Statutes. RAFTELIS shall maintain and require sub consultants to maintain complete and correct records, books, documents, papers and accounts directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. RAFTELIS shall make such records available for an audit as may be requested by the Village Manager. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.

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

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

## **Article 17. General Provisions**

**A. Entire Agreement:**

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

**B. Waiver:**

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

**C. Relationship:**

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between RAFTELIS and the VILLAGE; 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**

Neither Party shall assign or delegate this Agreement or any rights, duties, and or obligations hereunder without the express written consent of the other.

**E. Delegation:**

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.

**F. 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.

**G. Governing Law:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

**H. Paragraph Headings:**

The paragraph heading 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.

I. 3<sup>rd</sup> 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.

**ISLAMORADA, VILLAGE OF ISLANDS**

By: 

Gregory J. Oravec  
Village Manager

10/5/2021

Date

Kelly S. Joth  
Witness

**RAFTELIS FINANCIAL CONSULTANTS, INC.**

By: Tony Hairston

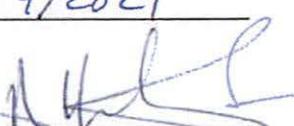
Signature

Vice President

Title

10/4/2021

Date

  
Witness

**EXHIBIT A****VILLAGE OF ISLAMORADA, FLORIDA****WASTEWATER RATE STUDY AND CAPACITY FEE STUDY****SCOPE OF SERVICES**

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The project work plan includes two major elements: i) wastewater financial forecast and rate study; and ii) capacity (system development) fee study.

**Project Understanding**

The Village has requested Raftelis to develop a wastewater financial forecast, rate study, and system development (capacity) charge study. The Village of Islamorada owns and operates a wastewater collection and transmission system to serve its residences and businesses. Wastewater treatment is provided by Key Largo Wastewater Treatment District (KLWTD) pursuant to a wastewater treatment interlocal agreement. The Village funds its wastewater costs through a combination of non-ad valorem assessments and monthly wastewater user fees (rates). The Village has two service areas with different rates within each service area: 1) North Plantation Key (NPK); and 2) the Remaining Service Area (RSA). The Village last reviewed its wastewater rates in 2013 which was concurrent with the construction of the RSA.

**Project Tasks**

We propose the following tasks as part of the project scope of work:

***Task 1.1: Project Initiation and Management***

This task will involve working with the Village staff to establish the financial and rate objectives, project schedule, and overall data needs and constraints. Responsibilities for data collection, project deliverables, and ongoing communication will be established and assigned as part of this task.

***Task 1.2: Data Collection and Review***

Raftelis will collect and review relevant financial, operating, engineering, and legal information. This task involves collecting and evaluating financial and operating data for recent fiscal years and budget information for FY 2022. Recent water billing records from the Florida Keys Aqueduct Authority (FKAA) and the Village's account information system; non-ad valorem assessment data; planned capital improvements; existing and prospective loan agreements; growth projections; and other information will be collected and reviewed. This information will provide the basis for developing the customer billing statistics, financial forecast update, debt service coverage projections, proposed rate structures and bill impact information, documenting forecast assumptions and relevant operating characteristics. Subtasks are as follows:

- Prepare data collection request list.

- Review NPK and RSA customer billing reports
- Review NPK and RSA non-ad valorem assessment data and revenue
- Review existing and proposed wastewater loan agreements
- Evaluate amount and uses of reserve and other capital funds
- Review and confirm information on capital cost projections

***Task 1.3: Customer Data Analysis***

In order to provide wastewater rate design options, Raftelis will conduct a detailed analysis of water billing records for the most recent 12 month period available. Raftelis will summarize residential single-family, multi-family, and non-residential customers and historical water usage. The results of this customer analysis will be utilized for any potential rate design options and to project rate revenues for wastewater service.

***Task 2: Financial Forecast and Cost of Service Identification***

Raftelis will update the previous wastewater financial forecast completed in 2015. The updated forecast will extend up to 10 years depending on data availability and Village requirements. The financial projections include wastewater assessment revenue by service area, existing and future wastewater customer statistics, wastewater revenue, capital finance plan, operating expenses, debt service, net revenue requirements, and debt service coverage. The operating expense projections will include any indirect costs that are not currently identified within the Village's wastewater budget. Raftelis will coordinate with Village staff to identify such costs which may include information technology, human resources, office space, etc. However this task does not contemplate a full Village-wide indirect cost allocation study. This task also includes a summary review of KLWTD wholesale rates to the Village. The financial forecast will include revenue sufficiency projections with existing rates and then develop any rate phasing options on an across-the-board basis. A test year of the financial forecast will be used for cost of service and rate design activities described below.

***Task 3: Evaluation of Equivalent Development Unit (EDU) Methodology***

The Village established an EDU methodology for the non-ad valorem assessments that funded a portion of the original wastewater infrastructure costs. The Village used this same methodology to develop the monthly rate structure for charging customers fixed user fees. Raftelis will coordinate with the Village to identify the current methodology on identifying and maintaining EDU calculations for various land uses. Raftelis will review historical flows per EDU for single-family residential parcels, multi-family parcels, and various non-residential parcels to identify average and peak month usage trends. Raftelis will make any recommended changes to the EDU standard (gallons per day) and other administrative changes to be assign EDUs at property development and periodic review. Any significant changes in EDU methodology will be incorporated into the financial model, although it is expected that this review will impact future development and redevelopment rather than existing users.

#### ***Task 4: Cost Allocation and Rate Design***

This task involves the calculation of wastewater rates and charges for the RSA and NPK service areas. This task will include a classification of net revenue requirements into various cost areas to assign costs among base and variable charges by area. A rate design analysis will include a review of options for rate structures modifications to customer charges, capacity, capital, and/or usage charges. Modifications to the existing NPK and RSA rate structures will be recommended based on the cost of providing service.

To aid in the analysis, detailed rate impacts will be completed. A bill analysis for each non-residential customer will be completed to provide information regarding overall wastewater costs and reasonableness. Summary comparisons will be prepared to illustrate proposed billing effects. Rate schedules will be developed for inclusion in rate resolution. This task includes a review of the rate design with Village staff and delivery of the bill impact analysis.

#### ***Task 5: Wastewater System Development Charges***

Raftelis will develop a recommendation for any changes in the existing wastewater system development (capacity) charges. This analysis will be based on a review of the embedded wastewater investment and planned future capital costs and allocated such costs to future growth. Any recommended changes to the EDU methodology mentioned in an earlier task will be factored into this analysis. Raftelis will coordinate with the Village to obtain costs associated with accommodating growth and redevelopment within the wastewater service areas. Raftelis will also coordinate with Village staff on recommendations in policy to identify developer responsibilities versus Village responsibilities when additional wastewater capacity is required for growth.

#### ***Task 6: Report and Documentation***

A rate study draft will be prepared for staff review. The draft report will include a description of the financial forecast and of the design of rates and bill impacts. Background, analysis, and recommendations on wastewater system development charges will be included in the technical report. All major assumptions utilized in the analysis will be documented. The draft report will be provided to staff in electronic format for staff review and comment. After receiving comments, a final report will be prepared in electronic format.

#### ***Task 7: Public Presentation and Outreach***

Effective implementation of rates for wastewater service includes the communication of the purpose, analysis, and results of the study. Raftelis will present the results of the analysis to the Village Council, plus one additional presentation to the Village Council, Water Quality Committee, or other community group as requested by the Village. A presentation will be prepared to facilitate the public meetings and presentations.

#### ***Project Schedule***

Raftelis will complete the rate study within four months from notice-to-proceed, contingent on data availability from the Village.

## Project Budget

The proposed not-to-exceed fees and expenses for the engagement is \$42,820 based on the following cost estimate for the scope of services described above.

Task No	Task Descriptions	No. of Person Trips	Person Days on-Site	Hours Requirements						Expenses	Total Fees	
				TH	Mgr	Sr. Cnslt	Cnslt	RC	Admin			
1.1	Project Initiation, Management and Kick-off (online)			2			4		2	8	\$0	\$ 1,490
1.2	Data Collection and Review			2			6			8	\$0	\$ 1,700
1.3	Customer Data Analysis			2		1	16			19	\$0	\$ 3,760
2	Financial Forecast and Cost of Service			10		1	24			35	\$0	\$ 7,600
3	Evaluation of EDU Methodology			8		1	12			21	\$0	\$ 4,790
4	Cost Allocation and Rate Design			4		1	16			21	\$0	\$ 4,350
5	Wastewater System Development Charges			12	2		24			38	\$0	\$ 8,460
6	Report and Documentation			6	2		14		2	24	\$0	\$ 5,000
7	Public Presentation	2	2	12			6			18	\$1,020	\$ 5,670
<b>TOTAL HOURS</b>				2	2	58	4	4	122	0	4	192
<b>HOURLY RATES</b>						\$295	\$240	\$210	\$185		\$80	
<b>Legend:</b> TH - Tony Hairston Sr. Cnslt = Sr. Consultant Mgr - Manager Cnslt = Consultant												
											<b>Total Professional Fees</b>	\$ 41,800
											<b>Total Expenses</b>	\$ 1,020
											<b>TOTAL FEES &amp; EXPENSES</b>	\$ 42,820

We propose to bill the Village monthly on a percentage of completion basis. The project budget includes two (2) web meetings and two (2) onsite meetings. Any additional services requested by the Village will be based on actual cost in accordance to the hourly billing rates set forth in Attachment B.

**Attachment B**  
**2021 Hourly Billing Rates**

<b><u>Position</u></b>	<b><u>Hourly Billing Rate *</u></b>
Executive Vice President	\$325
Vice President/Principal Consultant	\$295
Senior Manager	\$265
Manager	\$240
Director of Data Services	\$240
Senior Consultant	\$210
Consultant	\$185
Associate	\$155
Graphic Designer	\$125
Analyst	\$110
Administration	\$80

\* For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.