

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach ("City") and Willdan Financial Services, a California Corporation ("Consultant") authorized to do business in the state of Florida.

WHEREAS, the City requires services which the Consultant is capable of providing under the terms and conditions described herein; and

WHEREAS, Consultant is able and prepared to provide such services to City under the terms and conditions set forth herein, and

WHEREAS, Section 323.39 of the City's Code of Ordinances Competitive Bidding states that before the General Services Director (also known as Purchasing Director) makes any purchase of, or contract for, supplies, materials, capital items, or insurance services in an amount less than seventy-five thousand dollars (\$75,000.00), the General Services Director or designee shall obtain a quote from at least one (1) responsible source of supply. In addition to the purchases described herewith, the General Services Director or designee shall have the authority to approve all other purchases in an amount less than two hundred thousand dollars (\$200,000.00), with the concurrence of the City Manager.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Solicitation RFP26-040 set forth in Exhibit "A," the Consultant's Response set forth in Exhibit "B," the Insurance Requirements set forth in Exhibit "C," all of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order:

- (i) this Agreement,
- (ii) Exhibit "A", Solicitation, addenda, Recommendation Tabulation, and additional documentation.
- (iii) Exhibit "B", Consultant's Response.
- (iv) Exhibit "C", Insurance Requirements.

2. *Purpose.* The City, on behalf of its Utilities Department, desires to contract with Consultant to provide Utilities Rate, Financial Planning, and Organizational Services upon the terms and conditions set forth herein.

3. *Scope of Work.* Consultant shall provide the Scope of Services set forth in Exhibit “A,” and the Consultant’s response set forth in Exhibit “B” (collectively, the “Work”). If the Work requires the Consultant to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit “A” and “B,” and the Consultant agrees to provide said materials or Work in accordance therewith. Consultant and Consultant’s heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of all covenants contained herein on Consultant’s part.

4. *Term of Contract.* This Contract shall be for a term of five years beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* This Contract is not subject to renewal.

6. *Maximum Obligation.* City agrees to pay Consultant for performing the Work and providing the required insurance.

7. *Price Formula, Fee Determination, Payment, Invoices, “Out-of-Pocket” Expenses, and Final Invoice.*

A. *Price Formula.* City agrees to pay Consultant utilizing Work Authorizations for specific tasks. Each work authorization shall specifically identify the Scope of Work to be performed and the fees for said services. As set forth in RFP26-040, services under this Contract shall comply with the monetary limitations and requirements of §287.055, Florida Statutes, as in effect at the time the applicable Work Authorization is issued. Any Work Authorization in excess of Two Hundred Thousand Dollars (\$200,000.00) shall require City Commission approval.

B. *Fee Determination.* Each individual Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, a Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Work Authorization shall not exceed specified amounts for all services and materials, including “out of pocket” expenses as specified in Subsection E below, and also including any approved subcontracts, unless otherwise agreed in writing by both parties. Consultant shall notify the City’s Representative in writing when ninety percent (90%) of the “not to exceed amount” for the total Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit “B” for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibits “A” and “B” for the total compensation in the amount or less than the guaranteed maximum stated above.

C. Payment. All payments by the City shall be made after the Work has been verified and completed. Invoices received by City from Consultant pursuant to this Contract will be reviewed and approved in writing by City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. In addition to detailed invoices, upon request of City's Representative, Consultant shall provide City with detailed periodic Status Reports on the project. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Consultant payment for Work performed within forty-five (45) days for all goods and services provided.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

In the event City has a claim against Consultant for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, and/or Consultant's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

D. Invoices. Consultant shall submit invoices to the City on a monthly basis.

E. "Out-of-Pocket" Expenses. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed the amounts included in each Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables, and expenses shall be billed at the actual amount paid by Consultant, with no markup.

F. Final Invoice. In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and all other further charges not properly included on this final invoice are waived by the Consultant.

8. *Disputes.* Any factual disputes between the City and the Consultant in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Renuka Mohammed, Utilities Department Director. The Consultant's Contract Administrator shall be provided by the Consultant upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid, to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Consultant: Mark J. Risco
President
27368 Via Industria, Suite 200
Temecula, FL 92590
Office: (407) 409-8755
Email: MRisco@Willdan.com

If to City: Renuka Mohammed
Utilities Department Director
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: (954) 545-7044
Email: Renuka.Mohammed@copbfl.com

With a copy to: Director of Procurement & Contracts
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061
Tel: 954-786-4098
Email: purchasing@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Consultant as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Consultant for said Work product. City's re-use of Consultant's Work product shall be at its sole discretion and risk if done without Consultant's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Consultant may not disclose, use, license,

or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data, and reports in its possession to Consultant free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this Contract with written notice to Consultant.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Consultant in accordance with Article 9 herein. Such Notice of Termination may include the City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above, and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Consultant must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of this Agreement, including but not limited to social distancing and personal protective equipment. Inability to provide the Work and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by

the City upon written notice, which may be provided via registered or certified mail or other trackable delivery service.

13. *Insurance.* Consultant shall maintain insurance in accordance with Exhibit “C” throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Consultant shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Consultant’s performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this contract. Consultant agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Agreement without Consultant’s indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Consultant hereunder shall constitute specific consideration to Consultant for the indemnification provided under this Article, and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable, and Consultant agrees it shall not assign or otherwise transfer any of its interests, rights, or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent, which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Consultant to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement, whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy, or receivership. In the event of Consultant's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Consultant hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Consultant shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subconsultant, Consultant shall be prohibited from allowing that subconsultant to provide any Work hereunder. Although Consultant may subcontract Work in accordance with this Article, Consultant remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subconsultants are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Consultant, in the performance of duties under the Agreement, agrees to comply with all applicable local, state, and/or federal laws and ordinances, including, but not limited to, standards of licensing, conduct of business, and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Consultant shall permit the authorized representatives of the City to inspect and audit all data and records of the Consultant, if any, relating to performance under this Contract until the expiration of three (3) years after final payment under this Contract.

The Consultant further agrees to include in all his subcontracts hereunder a provision to the effect that the subconsultant agrees that City or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subconsultant, have access to and the right to examine any directly pertinent books, documents, papers and records of such subconsultant, involving transactions related to the subconsultant.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees, including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation, unemployment compensation, and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Consultant, its employees, subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Consultant's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Consultant shall be deemed an independent contractor for all purposes, and the employees of the Consultant or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Consultant, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Consultant, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Consultant cooperation.* The Consultant recognizes that the performance of this Contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Consultant shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Consultant shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.

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

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 Consultant does not transfer the records to the City.

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

B. Failure of the Consultant to provide the above-described public records to the City within a reasonable time may subject the Consultant to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. *No Waiver by Delay.* The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Consultant be considered a waiver of City's rights with respect to that default or any other default by Consultant.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Consultant warrants that other than a bona fide employee working solely for Consultant, Consultant has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Consultant's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Consultant and City agree that this Agreement and other agreements pertaining to Consultant's performance hereunder shall not create any obligation on Consultant or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. A photocopy, email, or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement, and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all sub-consultants to provide an affidavit attesting that the sub-consultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a sub-consultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of one (1) year after the date of termination.

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Consultant certifies that Consultant is not participating in a boycott of Israel. Consultant further certifies that Consultant is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Consultant been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Consultant has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Consultant of the City's determination concerning the false certification. Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Consultant does not demonstrate that the City's determination of false certification was made in error then the City

shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONSULTANT"

Willdan Financial Services

Witnesses:

Rebekah Smith

Rebekah Smith
(Print or Type Name)

Zina Gray

Zina Gray
(Print or Type Name)

By: Mark J. Risco

Mark J. Risco, President

STATE OF California

COUNTY OF Riverside

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 8 day of July, 2026, by Mark J. Risco as President of Willdan Financial Services, a California corporation on behalf of the corporation, who is personally known to me or who has produced Driver's License as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF _____

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

See Attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside)

On July 8, 2026 before me, Rebekah Smith, Notary Public
(insert name and title of the officer)

personally appeared Mark Risco,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebekah Smith (Seal)

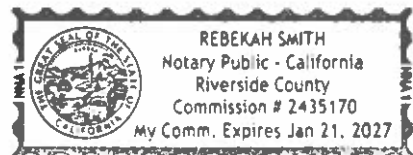


Exhibit A – Cover Page

Recommendation Tabulation

Solicitation

Addendum

RFP #:	<u>RFP26-040</u>	Tentative City Commission Meeting Date*:	<u>TBD</u>
RFP Title:	<u>Utilities Rate, Financial Planning, and Organizational Services</u>	# Notified:	<u>1139</u>
		# Downloaded:	<u>3</u>
		# of Responses Rec'd:	<u>2</u>
		# of "No Bids":	<u>1</u>
For:	<u>Utilities Department</u>	RFP Opening Date:	<u>05/21/2026</u>
	(Department)		

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the eBid System IonWave and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1101 NE 5th Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The "Cone of Silence" shall terminate upon the City's award or approval of a contract, rejection of all proposals or responses, or any other formal action that concludes the solicitation or other procurement process. For confirmation of the official termination date of the Cone of Silence, contact the Purchasing Agent of record.

RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received two (2) proposals for RFP26-040 Utilities Rate, Financial Planning, and Organizational Services from the following vendors: Willdan Financial Services and Stantec Consulting Services, Inc.

On 5/27/2026, a committee evaluated proposals in a public meeting. The rankings of the two (2) proposals are below:

Proposal	Score	Ranking
(1) Stantec Consulting Services, Inc.	351.00	Highest Ranked
(2) Willdan Financial Services	322.00	2 ND Highest Ranked

The review of all proposals received confirmed that Stantec Consulting Services, Inc. and Willdan Financial Services meet all requirements outlined in the RFP. After all ranking totals were provided, using the scoring criteria outlined in section 7.3 of the solicitation. It is the recommendation of the committee to bring to the commission 'Stantec Consulting Services, Inc.', and 'Willdan Financial Services' for award.

By:	<u>Michael Lee</u>	Date:	<u>05/28/2026</u>
	(Purchasing Agent)		



Florida's Warmest Welcome

REQUEST FOR PROPOSALS (RFP)

RFP26-040 - Utilities Rate, Financial Planning, and Organizational Services

RFP OPENING: May 18, 2026, at 2:00 PM

Virtual Zoom Meeting

For access, go to:

<https://www.pompanobeachfl.gov/meetings>



April 23, 2026

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP26-040 - Utilities Rate, Financial Planning, and Organizational Services

The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Utilities Rate, Financial Planning, and Organizational Services.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded free of charge from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net/>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

Cone of Silence shall take effect once this solicitation is released to the General Public and shall remain in effect until the City Commission has taken final action to approve or reject an award, or otherwise terminate the solicitation. During the Cone of Silence period, Respondents to this solicitation, or persons acting on their behalf, including lobbyists, shall not communicate, directly or indirectly, regarding any aspect of this solicitation with any member of the City Commission, the City Clerk, the City Manager's Office, any Evaluation Committee member, or any other City of Pompano Beach employee, except in writing to the Procurement and Contracts Department staff as expressly permitted in this solicitation. Violation of the Cone of Silence may be grounds for rejection of a Proposal or other appropriate action as permitted by City ordinance.

All communications must go through the eBid System (IonWave) or the Purchasing Agent assigned to this solicitation, Eric Seifer, at (954)786-4166, or eric.seifer@copbfl.com. Any information that amends any portion of this solicitation received by any method other than an Addendum issued through IonWave is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

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1. DEFINITIONS

The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- **“Bid”** means an offer or “Proposal” submitted by a Proposer in response to any formal bid or solicitation. The terms **“Bid”** and **“Proposal”** may be used interchangeably throughout this RFP.
- **“Contract”** means any agreement resulting from this RFP. **“Contract”** and **“Agreement”** may be used interchangeably throughout this RFP.
- **“Project”** means Utilities Rate, Financial Planning, and Organizational Services, including rate studies, financial modeling, policy development, and organizational assessments.
- **“Project Team”** means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- **“Proposer”** means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP. The terms Proposer and Contractor may be used interchangeably throughout this RFP.
- **“Team Member(s)”** means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- **“Proposal”** means the complete response of the Proposer to the RFP, including adequately completed forms and supporting documentation. The terms “Proposal” and “Solicitation” may be used interchangeably throughout this RFP. The insurance requirements described herein reflect those deemed necessary by the City for the agreement/contract.
- **“Budget”** A written projection of all receipts and expenditures for the City’s utility systems for each fiscal year.
- **“Emergency Expenses”** Expenses as declared by the City or that are made in the event of an emergency due to weather, vehicular accidents, criminal incidents, or other acts of God that are necessary to protect the safety and welfare of the general public and the City’s employees and vendors.
- **“Fiscal Year”** Each fiscal year starts on October 1st and ends on the 30th day of September of the following year (e.g., Fiscal Year 2026 will be from October 1, 2025, to September 30, 2026).

2. SCHEDULE OF EVENTS

RFP Number:	RFP26-040
RFP Title:	Utilities Rate, Financial Planning, and Organizational Services
Release Date:	April 23, 2026
Date Published In Sun-Sentinel	April 23, 2026
Written Questions and Inquiries Are Due On Or Before:	May 6, 2026, at 5:00 PM
RFP Responses Due Date/Time:	May 18, 2026, at 2:00 PM
Evaluation Committee Meetings	May 27, 2026
Recommendation For Award:	TBD
Direct All Inquiries To:	https://pompanobeachfl.ionwave.net
E-Proposal Submittals Only:	https://pompanobeachfl.ionwave.net
Proposal Virtual Opening:	https://www.pompanobeachfl.gov/meetings

3. INTRODUCTION AND GENERAL INFORMATION

3.1. Summary

The City of Pompano Beach (the "city") seeks proposers to provide professional financial advisory and related services on an as-needed basis, as authorized through periodic work authorizations issued by the City. Such services may include, but are not limited to, assistance with budgeting and forecasting; rate-making and rate studies; management and cost accounting; support for financing activities; financial and operational analysis of utility systems; preparation of annual reports required under bond covenants and other loan agreements; and organizational assessments. The Firm may be required to perform additional related services as deemed necessary by the City.

3.2. Background

The City of Pompano Beach (the "City") is located in Broward County, Florida, between Palm Beach County and Miami-Dade County. The City serves a year-round population of approximately 113,691 residents, which increases to nearly 150,000 during the peak seasonal period from September through March. The City encompasses approximately 25 square miles, including approximately 1.4 square miles of inland waters.

The City owns and operates enterprise utilities, comprising the Water and Sewer Utility Fund and the Stormwater Fund (collectively, the "System"), that provide potable water, wastewater collection, reuse water, and stormwater management services. The System serves customers within the City limits, as well as select wholesale and retail customers in neighboring jurisdictions. Potable water service is provided to portions of the Town of Lauderdale-by-the-Sea (the "Town") and the City of Lighthouse Point ("Lighthouse Point"), and wastewater collection services are provided to a portion of the Town.

The City's water system includes a 40 million gallons per day ("MGD") lime softening treatment plant and a 10 MGD nanofiltration membrane softening treatment plant, with a combined design capacity of 50 MGD and a current Florida Department of Environmental Protection (FDEP) permitted capacity of 30 MGD. The system also includes approximately 290 miles of transmission and distribution mains, two wellfields, and associated storage and pumping facilities.

The City operates a wastewater collection system comprising approximately 259 miles of gravity sewers and force mains, and 82 lift stations. The City does not operate a wastewater treatment plant, but rather conveys wastewater flows to the Broward County North Regional Wastewater Treatment Plant (NRWWTP) for treatment under an interlocal agreement with Broward County.

The reuse water system includes a 7.5 MGD treatment facility that produces reclaimed water from Broward County-treated effluent for irrigation use, including municipal facilities, roadway medians, parks, and residential customers. The City provides reuse service to Lighthouse Point through an interlocal agreement and supplies reclaimed water via a master meter to customers in Pompano Highlands within the Broward County Water and Wastewater Services (BCWWS) service area.

The City of Pompano Beach operates and maintains its own stormwater management facilities within the City's right-of-way and properties to provide flood control and water quality treatment within the City limits. Existing drainage facilities within the City include catch basins, manholes, control structures, gravity pipes, exfiltration trench, retention areas, outfalls, and canals that connect to the Intracoastal Waterway.

The System operates as enterprise funds supported primarily by user fees and charges. Customers located outside the City's boundaries are generally subject to a 25% (percent) surcharge for water, wastewater, and reuse services, unless otherwise defined by interlocal or service agreement.

3.3. Term of Contract

The City anticipates awarding a Service Agreement for an initial term of five (5) years. Rates and all other negotiated expenses shall remain in effect for the duration of the initial contract term and any approved renewal terms unless otherwise modified by mutual written agreement of the parties. Additional services or responsibilities may be added to the Agreement only by written amendment executed by both parties.

In the event a replacement agreement or renewal cannot be completed prior to the expiration of the Agreement, the City reserves the right, at its sole discretion, to extend the Agreement for a period not to exceed one hundred eighty (180) days, under the same terms, conditions, and pricing, to ensure continuity of services.

3.4. Proposal Submittal Due Date

The City will receive sealed proposals by **May 18, 2026, at 2:00 PM**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

3.5. Questions and Communication

<http://www.pompanobeachfl.ionwave.net> is the official method used by the Procurement and Contracts Department, which has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before **May 6, 2026, at 5:00 PM** via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from sources other than the information included in this RFP document or by an Addendum shall not be binding on the City.

4. SCOPE OF SERVICES

4.1. Scope of Work

The City of Pompano Beach, FL, is seeking proposals from qualified firms to provide comprehensive Utilities Rate, Financial Planning, and Organizational Services. The selected firm will assist the City in evaluating and developing utility rates, financial planning, and organizational strategies to ensure the sustainability and efficiency of the City's utility services. The services will include, but are not limited to, rate studies, financial forecasting, cost-of-service analysis, and organizational assessments.

4.1.1. Revenue Sufficiency Analysis

Develop a multi-year financial feasibility analysis (including 5-, 10-, 15-, and 20-year planning horizons) that integrates operational, capital, and financial policy requirements. The analysis shall include, but is not limited to:

- Development of a five and ten-year revenue requirement and rate projection model, with interim projections out to a fifteen and twenty-year planning horizon
- Forecasting of operating expenses, capital funding needs, cost recovery, and reserve requirements
- Evaluation of capital financing strategies, including debt issuance versus pay-as-you-go funding
- Scenario modeling to assess key variables, including:
 - Capital Replacement Plan (CRP)
 - Capital Improvement Plan (CIP) timing and prioritization alternatives
 - Regulatory compliance cost impacts
 - Debt issuance timing, structure, and affordability
- Identification of required rate adjustments to maintain financial sustainability and policy compliance
- Integration of financial policies, including reserve targets and debt service coverage requirements
- Sensitivity analysis to evaluate risks related to demand fluctuations, inflation, and growth assumptions
- Semi-annual updates to the financial projection model during the study period.
- Review and update assumptions at least annually to align with evolving priorities, including capital improvement needs, regulatory requirements, and system demand

4.1.2. Financial Policy Development

Review, evaluate, and recommend updates to the City's financial policies, including but not limited to:

- Debt service coverage ratio targets
- Reserve policies (Operating, Debt, Renewal & Replacement, Emergency)
- Allocation and differentiation policies for contributions to the City's general fund, Utilities operating, capital, and reserve funds.
- Minimum and target working capital/cash balances
- Capital financing strategy (debt, pay-go, grants, SRF, WIFIA, federal/state funding)
- Implement a capital improvement surcharge with restricted-use proceeds dedicated to capital planning for aging assets located outside the city boundaries.
- Prepare financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operational programs, including preparing for and attending presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.
- Advise (financial, not legal) the City in the preparation of loan documents to obtain funding from agencies such as the Florida Department of Environmental Protection, banks, and other lending agencies.
- Best-practice alignment with peer utilities and industry standards
- Perform benchmarking analysis, reserve levels, and financial policy benchmarks
- Ensure compliance with all relevant standards, including American Water Works Association (AWWA) guidelines and Governmental Accounting Standards Board (GASB) requirements.

4.1.3. Rate Structure Analysis

A comprehensive review of the City's current rate structure to ensure affordability, transparency, and policy alignment. Tasks include, but are not limited to:

- Review of existing customer class usage and provide recommendations based on Florida rate, including consumption pattern analysis
- Evaluation of fixed vs. volumetric revenue balance
- Review of tier structures and inclining block methodology, taking conservation into consideration
- Evaluate and make recommendations on an approach for cost allocation for surcharge cost levied on boundary municipalities for capital improvement expenses attributable solely to their systems
- Review and analyze the annual Lauderdale-by-the-Sea true-up calculations and provide recommendations to ensure full cost recovery for current operations and future capital improvements.
- Advise on large user or pass-through agreements and service contracts, e.g., Broward County Wastewater Agreement, Lighthouse Point Reuse Agreement, to ensure full cost recovery for current operations and future capital improvements. Services may include drafting agreements, reviewing documents, negotiating among affected parties, and performing financial or economic analyses required for evaluation.
- GIS integration for parcel, customer class, and service area alignment
- Revenue elasticity modeling
- Affordability analysis, including evaluation of customer assistance options
- Address growth and projected demands for both Water and Sewer into the rate structure
- Identification of rate structure modifications to meet the City's objectives of
 - Fiscal stability
 - Equity and proportionality
 - Conservation and efficiency
 - Regulatory and cost-of-service compliance
- Perform benchmarking analysis for rate structure comparisons (e.g., fixed and volumetric fee, tier count, block size, inclining block steepness, etc.)

4.1.4. Utility Billing and Data Review

Perform a comprehensive review of utility billing, consumption, and financial data systems to support accurate rate development and revenue analysis as needed, including:

- Review utility billing data and revenue records for accuracy and consistency
- Develop familiarity with the City's utility billing system and financial systems
- Perform revenue reconciliation and consumption validation analyses
- Identify data limitations and recommend improvements where appropriate

4.1.5. Development Services Process

Develop a Utility development services process and fee structure, including:

- Workflow process for assessment, including application intake, fee collection, plan review, permitting, inspections, meter installation, and final acceptance.
- Provide a standardized developer agreement template, including roles and responsibilities, construction requirements, asset transfer, and acceptance procedures.
- Assess and recommend updates to development-related fees (e.g., cost recovery fees, capacity charges, connection fees) to ensure alignment with actual service costs and equitable cost allocation.
- Ensure fees and policies support capital improvement needs and appropriate funding of growth-related infrastructure.
- Recommend standardized procedures for fee collection, permitting, inspections, testing, and transfer of assets, including documentation and system integration.
- Documentation & Implementation: Prepare clear documentation of recommended fees, policies, and procedures, and ordinance updates to support implementation.

4.1.6. Miscellaneous Service Charges Review

Evaluate and provide cost-based recommendations for all miscellaneous water and sewer service charges, including but not limited to:

- Connection fees
- Tap fees
- Meter installation charges
- Service turn-on/turn-off fees
- Late/delinquency fees
- Miscellaneous field service charges
- Collection's system assessment fees
- Tampering fees

4.1.7. Grant Assistance

Support the identification, application, development, and implementation of grant assistance programs, with a focus on affordability and equity. Services may include, but are not limited to:

- Identification and assistance to apply for applicable federal, state, and local grant or other funding opportunities
- Development of low-income and fixed-income customer assistance programs, inclusive of eligibility criteria and administrative processes
- Integration of assistance programs into the overall rate structure and financial plan.

4.1.8. Organizational Structure

The Consultant shall evaluate the Utilities Department's current and future organizational needs, including:

- Organizational structure assessment to enhance functionality and efficiency, and facilitate the adoption of digital and transformational platforms to meet current and future industry standards.
- Assist with strategic implementation and training strategies to facilitate organizational change management.
- Review operations of each division, staffing hierarchy and levels, position classifications and job descriptions, compensation, and pay range comparison
- Recommendations for restructuring, inclusive of positions needed to meet operational and regulatory demands.
- Assist in the development of performance metrics and key performance indicators (KPIs) to monitor and improve organizational performance
- Advise on succession planning, knowledge retention planning, and assessment.

4.1.9. Communication Tools & Public Engagement Support

Provide communication tools to support both internal decision-making and public outreach:

- Excel-based, user-friendly financial and rate model with instructions
- Visual aids illustrating rate impacts, financial trends, and policy options
- Policy briefs and executive summaries
- Public workshop materials and presentations
- Provide updates to ordinances, resolutions, and policies necessary to implement recommendations.
- Presentations to City Commission and stakeholder groups
- Coordination and collaboration with various internal and external stakeholders, including Administration, Budget, Finance, Engineering, Planning & Zoning, Legal, Private Entities, and the Public as needed.

4.1.10. Deliverables

All deliverables must be provided in electronic format at a minimum, and in other formats as requested by the City. Deliverables can be, but are not limited to:

- Multi-year financial plan and rate model (e.g., Excel-based)
- Revenue sufficiency analysis report
- Updated financial policies and procedures
- Comprehensive Rate Study
- Interim rate structure update, recommendations, and comparisons
- Miscellaneous fee and deposit analysis and recommendations
- Ordinance and Policy review and updating Assistance
- Benchmarking report
- Development services fee/process assessment and update
- Organizational structure assessment
- Dashboard visualizations and presentation materials.

4.2. Work Authorizations

For each assignment, a work authorization will be issued. The Firm will be requested to submit a proposal for each assignment, including a detailed scope of work, assigned staff, job titles, and hourly rates.

Travel: All reimbursable expenses will be estimated at the time each Work Authorization is negotiated.

All requests for payment of eligible expenses and other charges for reimbursement under the terms of the Work Authorization shall include copies of paid receipts, invoices, or other documentation acceptable to the City.

The City reserves the right to issue work authorizations for discrete tasks and does not guarantee all services will be utilized.

4.3. Service Requirements

- A. The selected firm must have a proven track record of providing similar services to municipalities or utility providers.
- B. The firm must assign a dedicated project manager to oversee all aspects of the project and serve as the primary point of contact for the City.
- C. The firm must provide regular progress reports and updates to City staff, including detailed documentation of all findings and recommendations.
- D. The firm must be available for meetings and presentations with City staff, elected officials, and other stakeholders as needed.
- E. The firm must ensure that all work is completed in a timely manner and within the agreed-upon budget.

4.4. Delivery Requirements

- A. The firm must submit a detailed project plan and timeline within two weeks of contract award.
- B. All deliverables, including reports, presentations, and models, must be submitted in electronic and/or hard copy formats.
- C. The firm must provide training and support to City staff to ensure the successful implementation of all recommendations.
- D. The firm must be available for follow-up consultations and support as needed.
- E. All deliverables must be submitted in accordance with the agreed-upon timeline and to the satisfaction of the City.

5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

5.1. Minimum Requirements from Proposers

To be considered responsive, the Proposer must meet all of the following minimum requirements. Failure to demonstrate compliance with any requirement may result in the proposal being rejected as non-compliant.

- Proposer must have performed similar services for the past (5) five years of the scope and nature required by this RFP. Municipal experience preferred.
- The proposer must have sufficient staff and computer technology ability to prepare and/or update at least one enterprise rate study (e.g., water/wastewater, and/or stormwater) and one bond feasibility report annually (this does not mean that the City will assign this work, only that the Successful Proposer shall have the capability to perform the work).
- If sub-contractor service is proposed, verification of qualifications shall be submitted with the proposal.

5.2. Submission Format Requirements

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website, as listed in the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

5.3. Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for conducting any necessary investigations, evaluations, and examinations to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

5.4. Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

5.5. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term, unless otherwise provided for by a negotiated contract or a written amendment to the same, executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing. If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The City will make available the City's management team for interview and consultation during plan(s) development and for review of the draft and final plans.

5.6. Coordination With The City

The Successful Proposer shall identify the Project Manager to work in close coordination with the City. The City's Project Manager shall be the City's point of contact. The City shall approve any changes to the Project Manager or personnel assigned to the project.

During the term of the contract, the Project Manager shall meet on-site with the City's Project Manager and/or other designated City officials as necessary, for the purpose of discussing and coordinating work to be performed, or performance of work.

5.7. Environmental Regulations

The City reserves the right to consider the Proposer's history of citations or violations of Environmental Regulations and investigate the Proposer's responsibility. Furthermore, it reserves the right to declare the Proposer not responsible if the history of violations warrants such a determination in the City's opinion. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify the City immediately of notice of any citation or violation, which the Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

6. PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

This section outlines the proposal requirements and evaluation criteria that will be used to assess and score Proposals. The maximum possible points awarded for each section are noted. Failure to respond to or provide incomplete responses to any of the evaluation criteria below will result in zero or reduced points for the criterion and may lead to the disqualification of the entire proposal. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

6.1. Proposer's Format:

6.1.1. Title page:

- Show the project name and solicitation number, the name of the Proposer's firm, business address, telephone number, name, title, email address, and phone number of the primary contact person, and the date.

6.1.2. Table of Contents:

- Include a clearly organized table of contents identifying sections and corresponding page numbers.

6.1.3. Letter of Interest:

Submit a letter of Interest, signed by an authorized representative of the Proposer's firm, expressing the Proposer's commitment to provide the services described herein. In the letter, include:

- Legal name of the Proposer and any joint venture partners (if applicable)
- Federal Tax Identification Number
- Office address
- Primary Contact name, title, phone number, and email

6.1.4. Company Profile

Provide a comprehensive overview of the Proposer, including:

- Company's history and years in operation
- Legal structure (e.g., sole proprietorship, partnership, LLC) and ownership details
- Description of core services related to utilities financial consulting.
- Organizational structure and key personnel
 - Include resumes for key personnel proposed for this contract, highlighting relevant experience within the past five (5) years.
 - The Proposer must commit that the principals and personnel named in the response will perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

6.1.5. Conflicts of Interest:

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

6.1.6. Litigation:

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years.

6.1.7. Office Locations:

The Proposer shall identify the office location(s) from which the services under this Agreement will be performed. At a minimum, the Proposer must specify the primary office location of the assigned Project Manager and all key personnel proposed for this project.

For each identified office location, include the physical address and indicate which team members will be based at that location. If personnel are working remotely or from multiple offices, clearly describe those arrangements.

The City reserves the right to consider the location of key personnel and the Proposer's ability to provide timely on-site support, coordination, and responsiveness as part of its evaluation.

6.2. Experience and Qualifications (Maximum 30 Points):

Proposers shall demonstrate their qualifications and experience performing services similar in scope, scale, and complexity to those required under this solicitation. Emphasis will be placed on experience with municipal utility systems of comparable size and operational complexity, including Water, Wastewater, Reuse, and Stormwater utilities.

Proposers shall clearly describe their experience and capabilities in the following areas:

- Revenue sufficiency studies, cost-of-service analyses, and rate design
- Utility billing and consumption data analysis
- Financial modeling, forecasting, and long-term financial planning
- Development and implementation of tariffs, surcharges, and rate stabilization strategies
- Developer services assessment and implementation
- Experience working with large users and wholesale customers, including evaluation and negotiation of service agreements
- Support for the issuance of revenue bonds or other debt financing mechanisms for capital or major operational programs
- Development and implementation of low-income and equity-based assistance programs
- Organizational assessments and implementation strategies for municipal utilities

Experience in Florida or comparable regulatory environments is preferred.

Proposers should provide descriptions of relevant projects and engagements that demonstrate their ability to successfully perform the required services. Project descriptions should highlight the Proposer's role, scope of work performed, and key outcomes or results achieved.

The Evaluation Committee will assess the Proposer's overall experience, depth of expertise, and demonstrated ability to perform the required services based on the information provided.

6.3. Project Approach and Methodology (Maximum 25 Points):

Understanding of the City's objectives, unique challenges, and desired outcomes. The proposed approach should include:

- Methodology for financial modeling, rate design, rate stabilization, scenario analysis, and policy development, including proposed tools, data analysis techniques, and approach to developing customized solutions.
- Knowledge of current industry trends, demand for innovative programs, and advanced ratemaking mechanisms.
- Ability to communicate effectively, engage internal and external stakeholders, and collaborate with City staff and others as needed.
- Proposed project management approach, including the timeline, deliverables, and communication plan. Clarity, innovation, and the methodology's practicality will be considered.

6.4. Project Team and Key Personnel (Maximum 15 Points):

Qualifications, experience, and availability of key personnel assigned to the project. Includes:

- Identification of key team members, including subcontractors, with expertise in utility financial modeling, rate design, regulatory policies, tariffs, surcharges, and organizational analysis.
- Resumes of key personnel demonstrating knowledge, skills, and professional licenses and or certifications applicable to the services.
- Current and anticipated workload of key personnel

6.5. Relevant Project Experience/References (Maximum 15 Points):

Proposers shall demonstrate successful completion of projects similar in scope, scale, and complexity to the services required under this solicitation.

Submittals shall include:

- References from a minimum of three (3) municipal clients within the past five (5) years
 - Emphasis on projects involving multi-utility systems, including Water, Wastewater, Reuse, and Stormwater services
 - Description of each referenced project, including scope of services performed and outcomes achieved
- Letters of commendation or recommendation may be included as supplemental documentation.

The Evaluation Committee will evaluate the relevance, complexity, and demonstrated success of the Proposer's past projects, with particular emphasis on experience with municipal and multi-utility systems.

6.6. Fees (Maximum 10 Points):

Fee structure must be reasonable, transparent, and competitive:

- Provide the hourly rate for all job titles, for the firm and the subcontractor.
- Include any other fees or charges that may apply, including administrative charges, etc.

Rate Sheet to be included in Exhibit B

6.7. Local Business Program (Maximum 5 points)

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City, or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City, or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity that has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The

business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! Section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in an "unsatisfactory" compliance rating. Unsatisfactory ratings may impact the award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local, with a preference as follows:

For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.

For evaluation purposes, local vendors shall receive the following preferences:

Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.

Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure all requirements are met before contract execution.

PROPOSERS APPLYING FOR TIER 1 STATUS, OR THOSE LISTING LOCAL SUBCONTRACTORS OR SUBCONSULTANTS IN EXHIBIT A, MUST PROVIDE A VALID CITY OF POMPANO BEACH BUSINESS TAX RECEIPT FOR THE PROPOSER AND FOR EACH LOCAL SUBCONTRACTOR OR SUBCONSULTANT IDENTIFIED. FAILURE TO INCLUDE THE REQUIRED BUSINESS TAX RECEIPT(S) WILL RESULT IN THE DISQUALIFICATION OF THE SUBCONTRACTOR OR SUBCONSULTANT FROM THE LOCAL BUSINESS PROGRAM (SECTION 6.5) AND THE LOSS OF ALL ASSOCIATED POINTS.

IF A PROPOSER IS NOT CLAIMING PARTICIPATION IN ANY LOCAL BUSINESS PROGRAM TIER, THE REQUIRED FORMS (EXHIBITS A THROUGH D, AS APPLICABLE) MUST STILL BE SUBMITTED AND CLEARLY MARKED “NOT APPLICABLE” THROUGHOUT. PROPOSALS SUBMITTED WITHOUT THE REQUIRED DOCUMENTATION WILL BE DEEMED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

6.8. Other Required Documentation

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

6.8.1. City Forms:

Responses should include all pages of this solicitation, initialed where indicated, and completed Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

6.8.2. Insurance

Please see Exhibit B with the Insurance Requirements in the Attachments tab of the eBid System.

7. EVALUATION AND AWARD

7.1. Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements may disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-compliant by the City of Pompano Beach. The City reserves the right to determine whether any omission, deficiency, or deviation is material or minor and whether waiver is in the best interest of the City.

7.2. Evaluation Committee

Only Proposals determined by the Procurement and Contracts Department to be compliant with the submission requirements and Minimum Eligibility Requirements of this RFP will be forwarded to the Evaluation Committee for evaluation.

The City Manager will approve a selection evaluation committee to assist in evaluating the received Proposal(s) and selecting the most qualified company or firm. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one or more Proposers to the City Commissioners for the award and execution of a Service Agreement.

7.3. Evaluation Process - Presentations

The Procurement and Contracts Department staff will initiate an administrative review of the Proposals to determine compliance with the submission requirements and Minimum Eligibility Requirements set forth in this RFP. All Proposals determined to be compliant and eligible for evaluation will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		MAXIMUM POINTS
6.2	Experience and Qualifications	30
6.3	Project Approach and Methodology	25
6.4	Project Team and Key Personnel	15
6.5	Relevant Project Experience / References	15
6.6	Fees	10
6.7	Local Business Program	5

The Evaluation Committee reserves the right to shortlist the proposals received and/or to request oral presentations from the Proposers. If the Evaluation Committee requests presentations, they will be scheduled at a later date. Each invited Proposer will be provided with up to 20 minutes to present to the Evaluation Committee members, followed by a question-and-answer period. Pursuant to Section 286.0113(2)(b)1., Florida Statutes, the portion of an Evaluation Committee meeting at which a Proposer makes an oral presentation as part of this competitive solicitation may be conducted as an exempt session, limited solely to the presentation and questions directed to the presenting Proposer.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentations. After all members of the Evaluation Committee have provided their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted into rankings. After scoring (and presentations, if any), the Committee determines final rankings and recommends an award to one or more proposers. Based upon the final rankings, the Evaluation Committee may recommend that negotiations be conducted with one or more Proposers in ranked order, as determined to be in the best interest of the City. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with applicable Florida law and City procurement procedures.

7.4. Tie Breaker:

In case there is a tie for the highest-ranked Proposers, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) Local Business Program Participation
- 3) Closest Proximity/Location to the Project site
- 4) Coin Toss

7.5. Technicalities:

Failure to respond, provide detailed information, or provide requested proposal elements may result in reduced points in the evaluation process or a determination that the Proposal is non-compliant, and may be deemed a technicality or a material deviation, depending on the nature and extent of the omission.

The Procurement and Contracts Department shall conduct an administrative review of all Proposals to determine compliance with the submission requirements and Minimum Eligibility Requirements of this RFP. Proposals determined by the Procurement and Contracts Department to be non-compliant may be rejected and shall not be forwarded to the Evaluation Committee for scoring or ranking. If more than one Proposal is determined to be compliant, the Procurement and Contracts Department shall present any identified omissions, deficiencies, irregularities, or technical deviations to the Evaluation Committee.

The Evaluation Committee shall consider and rely upon the compliance determinations made by the Procurement and Contracts Department and may recommend rejection of any Proposal containing a material deviation from the requirements of this RFP or may recommend waiver of minor irregularities or technicalities when determined to be in the best interest of the City. The City reserves the right to determine whether any omission, deficiency, or deviation is material or minor and whether waiver is in the best interest of the City.

If only one (1) compliant Proposal is received, or if only one (1) compliant Proposal remains after the administrative review, the City may proceed without scoring the Proposal and may negotiate the best terms and conditions with the sole Proposer, or may reject, cancel, or reissue the solicitation, as determined to be in the best interest of the City. The negotiation of a sole compliant Proposal under this subsection is an administrative action and may occur independently of the Evaluation Committee process.

7.6. Committee Questions:

The Committee reserves the right to ask clarifying questions once proposals have been opened, to require presentations from all Proposers, to interview any or all Proposers who respond to the RFP, or to make its recommendations based solely on the information contained in the submitted proposals. The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary), with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for shortlisting purposes. After an initial review of the proposals, the City may invite selected proposals for an interview to discuss the proposal and meet with the company's or firm's representatives, particularly key personnel assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview nor bear any obligation in further consideration of the submittal.

7.7. Committee's Recommendations:

After completion of scoring and, if applicable, presentations, the Evaluation Committee shall determine the final rankings of the Proposers. The Committee may utilize rescoring based on the published evaluation criteria or may apply an ordinal ranking methodology following presentations, as determined by the Committee.

Based upon the final rankings, the Evaluation Committee may, in its discretion, recommend an award to one (1) Proposer, or may recommend that negotiations be conducted with more than one (1) Proposer in ranked order, when determined to be in the best interest of the City. If the Committee recommends negotiations with more

than one Proposer, negotiations shall proceed in ranked order. The Committee may recommend proceeding to the next highest-ranked Proposer if negotiations with a higher-ranked Proposer are unsuccessful or an impasse is reached.

Pursuant to Section 286.0113(2), Florida Statutes, the Evaluation Committee may conduct exempt negotiation sessions with ranked Proposers prior to making its recommendation for award. Any such exempt negotiation sessions shall be conducted outside the presence of the public and other Proposers. The Committee shall recess the open public portion of the meeting to conduct any exempt negotiation session(s) and shall reconvene the open public portion of the meeting upon completion.

Upon completion of its evaluation and any exempt negotiation sessions, the Evaluation Committee shall, by motion and roll call vote, make its recommendation to the City Commission. City staff may assist in documenting and presenting the Committee's recommendation to the City Commission. Final scores and rankings are used solely to establish the negotiation order and do not determine the actual award.

The negotiation of a sole compliant Proposal is an administrative action and may occur independently of the Evaluation Committee process, as determined by the City. In all cases, City staff assigned to the project and procurement retain authority to negotiate the terms and conditions of any resulting agreement, subject to final approval by the City Commission.

7.8. Negotiations:

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City Commission or by the City Manager if within his delegated authority, and executed by the parties. During the negotiation process, the City reserves the right to request a best and final offer from the Proposer with whom it is negotiating.

7.9. Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

8. STANDARD PROVISIONS

8.1. RFP Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

The City shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.

8.2. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period of no less than one hundred eighty (180) days from the closing date of this solicitation.

8.3. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice, no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

8.4. Protest Procedures

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes, must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or Proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

Director of Procurement and Contracts, City of Pompano Beach
1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

8.5. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

8.6. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reason, the Proposer's staff assigned to this project at any time. Background checks may be required at the discretion of the City.

8.7. Contract Terms

The contract shall include, at a minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful

misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

8.8. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

8.9. Manner of Performance

The Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of the Proposer to comply with this paragraph shall constitute a material breach of contract.

8.10. Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, of the highest quality, and with the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

8.11. Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

8.12. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

8.13. Composition Of the Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

8.14. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

8.15. Termination

The City of Pompano Beach may terminate the contract resulting from this RFP without cause upon providing the contractor with at least sixty (60) days' prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

8.16. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

8.17. Relationship to the City

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

8.18. Cone of Silence

Cone of Silence shall take effect once this solicitation is released to the General Public and shall remain in effect until the City Commission has taken final action to approve or reject an award, or otherwise terminate the solicitation. During the Cone of Silence period, Respondents to this solicitation, or persons acting on their behalf, including lobbyists, shall not communicate, directly or indirectly, regarding any aspect of this solicitation with any member of the City Commission, the City Clerk, the City Manager's Office, any Evaluation Committee member, or any other City of Pompano Beach employee, except in writing to the Procurement and Contracts Department staff as expressly permitted in this solicitation. Violation of the Cone of Silence may be grounds for rejection of a Proposal or other appropriate action as permitted by City ordinance.

8.19. Communications

No negotiations, decisions, or actions shall be initiated or executed by the Proposers as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications from Proposers that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Proposers.

8.20. Conflict Of Interest

To determine any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or employee of the firm. If any City employee is an owner, corporate officer, or employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

8.21. Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of

clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise, made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

8.22. Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include, but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

8.23. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

8.24. Drug-Free Workplace

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

8.25. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity

crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8.26. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

8.27. Price Adjustments

Prices offered shall remain firm throughout the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the first-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis after that. Unit price adjustments must have written approval from the City before invoicing. Any unit price adjustment invoiced without written consent from the City shall not be paid, and the invoice will be returned to the Awardee for correction.

The Director, Procurement and Contracts, may, in the Director's sole discretion, on behalf of the City, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that **ALL** the following circumstances exist:

- i. The volatility is due to causes wholly beyond the vendor's control and
- ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
- iii. The effect on pricing or availability of supply is substantial, and
- iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: The Director of Procurement and Contracts must confirm any pricing adjustment in writing.

PRICE REDUCTIONS: Awarded vendors may offer to the City, at any time during the Agreement period, additional discounts from the prices offered in this Solicitation and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to the City or reduces the price of the bidding product to another entity, the lowest of these reduced prices shall be extended to the City.

8.28. Invoicing/Payment

All invoices should be sent to the City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 26, payment will be made within 45 days after receipt of a proper invoice.

8.29. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

8.30. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

8.31. Public Records

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/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 agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

8.32. Public Records Custodian:

If the awarded Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded Proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253,
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

9. ADDENDA

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System is the only official method by which interpretation, clarification, or additional information can be provided. If any addenda are issued for this solicitation, they will be posted via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

10. ATTACHMENTS AND EXHIBITS

10.1. Appendix - City Forms

Cost ProposalBid
T1_T2_Form
Local Business Program Forms
Insurance Requirements



City of Pompano Beach
Procurement and Contracts Department
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060

May 18, 2026

ADDENDUM #1

RFP26-040 Utilities Rate, Financial Planning, and Organizational Services

To Whom It May Concern,

Addendum #1 has been issued and posted on the City's eBid System.

Proposers are reminded to acknowledge receipt of this Addendum by completing the Addendum Attribute in the Attributes tab within the eBid System.

The City is issuing this Addendum to extend the bid due date to 2 P.M. Thursday, May 21st, 2026.

Proposers are responsible for reviewing all newly posted documents and incorporating this information into their proposals as applicable.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Michael Lee,
Purchasing Supervisor

cc: website

Exhibit B – Cover Page

Bidder Response

Local Business Forms

Proposal

Sunbiz



RFP26-040 Addendum 1

Willdan Financial Services

Supplier Response

Event Information

Number: RFP26-040 Addendum 1
Title: Utilities Rate, Financial Planning, and Organizational Services
Type: Request for Proposals
Issue Date: 4/23/2026
Deadline: 5/21/2026 02:00 PM (ET)
Notes: The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Utilities Rate, Financial Planning, and Organizational Services.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded free of charge from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at

(<https://pompanobeachfl.ionwave.net>), referred to hereinafter as the eBid System, on or before the date and time stated in Section 2 — Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.

Cone of Silence shall take effect once this solicitation is released to the General Public and shall remain in effect until the City Commission has taken final action to approve or reject an award, or otherwise terminate the solicitation. During the Cone of Silence period, Respondents to this solicitation, or persons acting on their behalf, including lobbyists, shall not communicate, directly or indirectly, regarding any aspect of this solicitation with any member of the City Commission, the City Clerk, the City Manager's Office, any Evaluation Committee member, or any other City of Pompano Beach employee, except in writing to the Procurement and Contracts Department staff as expressly permitted in this solicitation. Violation of the Cone of Silence may be grounds for rejection of a Proposal or other appropriate action as permitted by City ordinance.

All communications must go through the eBid System (IonWave) or the Purchasing Agent assigned to this solicitation, Eric Seifer, at (954)786-4166, or eric.seifer@copbfl.com. Any information that amends any portion of this solicitation received by any method other than an Addendum issued through IonWave is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

Contact Information

Contact: Mr. Eric Seifer Purchasing Supervisor
Address: Purchasing
1010 NE 3rd Avenue
Pompano Beach, FL 33060
Phone: (954) 786-4166
Fax: (954) 786-4168
Email: eric.seifer@copbfl.com

Willdan Financial Services Information

Address: 200 S Orange Street
Suite 1550
Orlando, FL 32801
Phone: (800) 755-6864

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Nicolle Stormon

Signature

Submitted at 5/18/2026 10:52:06 AM (ET)

NStormon@Willdan.com

Email

Requested Attachments

Proposal

Pompano Beach_RFP 26-040_Willdan Financial Services.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Tier 1/ Tier 2 Local Business Form

T1_T2_Form (1).pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete the Tier 1/ Tier 2 Local Business form from the attachments tab and upload it here.

Local Business Program Forms

Local Business Program Forms.pdf

Local Business Program Forms from the attachments tab are to be completed and uploaded to this tab.

Cost_ProposalBid

Cost_ProposalBid (2).xlsx

Bid Attributes

1 Terms & Conditions

Contractor acknowledges that it has read, understands, and agrees to be bound by all terms, conditions, and specifications contained in this solicitation and any resulting contract. Failure to comply may result in rejection of the response or termination of any resulting agreement.

☒ Agree

2 Acknowledgement of Addenda

Contractor acknowledges receipt of all addenda issued for this solicitation and certifies that all addenda have been reviewed and incorporated into its response. Failure to acknowledge all addenda may result in rejection of the response as non-responsive.

☒ Agreed

3 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. Select yes for Agree, No for disagree on the drop down menu.

4 Drug-Free Workplace

Contractor certifies that it has implemented and maintains a drug-free workplace program in accordance with Section 287.087, Florida Statutes.

5 Conflict of Interest

Contractor certifies that it has disclosed any potential conflict of interest, including whether any City of Pompano Beach employee is an owner, officer, or employee of the Contractor's firm. If such a relationship exists, Contractor shall comply with applicable disclosure requirements pursuant to Chapter 112, Florida Statutes. Failure to disclose may result in disqualification or termination of any resulting contract.

6 If yes, provide details.

7 Local Business Program Participation & Documentation

Contractor shall submit all required Local Business Program forms (Exhibits A through D, as applicable) with its response. Forms must be fully completed, including documentation demonstrating compliance with Tier 1 or Tier 2 eligibility requirements, or clearly marked "Not Applicable," as appropriate. Failure to submit the required forms will result in the proposal being deemed non-responsive.

Contractors seeking Tier 1 or Tier 2 Local Vendor preference, or those identifying Local Vendor subcontractors or subconsultants, must provide all required supporting documentation, including valid Business Tax Receipt(s), and demonstrate compliance with applicable program requirements, including minimum local participation percentages or employee residency thresholds, in accordance with Section 32.40, City of Pompano Beach Code of Ordinances. Failure to meet these requirements will result in denial of Local Vendor preference and loss of any associated evaluation points.

8 Business in Good Standing (Florida Division of Corporations)

Is the proposer an active business entity in good standing with the Florida Division of Corporations (Sunbiz)?

LOCAL BUSINESS EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Utilities Rate, Financial Planning, and Organizational Services RFP – 26-040

Solicitation Number & Title: _____

Prime Contractor's Name: **Willdan Financial Services**

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Material to be Purchased</u>	<u>Contract Amount or %</u>
N/A			

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work
items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

_____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

X My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

_____ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

X My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

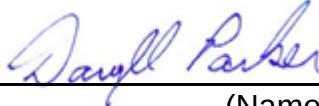
5/15/2026

(Date)

Willdan Financial Services

(Name of Firm)

BY:

 **Daryll Parker**

(Name)



City of Pompano Beach, FL

Proposal

**Utilities Rate, Financial Planning,
and Organizational Services**
RFP -26-040



Title Page

Utilities Rate, Financial Planning, and Organizational Services



200 S Orange Avenue, Suite 1550

Orlando, FL 32801

Tel: (800) 755-6864 | Fax: (888) 326-6864

Contact Person:

Daryll Parker

Vice President / Managing Principal

Email: DParker@Willdan.com | Tel #: (407) 409-8755

May 18, 2026

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Letter of Interest

May 18, 2026

City of Pompano Beach
100 Atlantic Blvd
Pompano Beach, FL 33060

Re: *Proposal to Conduct Utilities Rate, Financial Planning, and Organizational Services for the City of Pompano Beach RFP – 26-040*

Willdan Financial Services (“Willdan”) appreciates the opportunity to submit our proposal to the City of Pompano Beach (“City”) to conduct a Utilities Rate, Financial Planning, and Organizational Services. This proposal outlines our experience, expertise, and project understanding.

We have worked with numerous government utilities in Florida and across the U.S. to address utility-related concerns to meet their financial objectives. Willdan is one of the largest public sector economic and financial consulting firms in the United States. Over the past three decades, we have helped over 800 public agencies successfully address a broad range of financial challenges, such as funding the capital costs associated with system growth and generating revenues to fund desired services. Our team is comprised of professionals with decades of experience in utility operations and economic/financial management, and the Willdan project team is highly qualified for this engagement. These qualifications are further detailed below.

Project Team/Experience — For this engagement, Willdan has assembled a senior level project team that collectively brings well over 100 years of rate, financial, and management consulting experience. The proposed project manager for this overall engagement, Vice President/Managing Principal Daryll Parker, MBA, has provided utility rate consulting services in Florida and the Southeast region since 1994; additional Willdan team members include Managing Principal Jason Gray, MPSA; Principal Consultant Tara Hollis, CPA, CVA, MBA; Engineering Deputy Director Ron Stein, PE; and Senior Project Analyst Tiffany Sturms, MSA.

Unique Approach — Our approach to utility rate development has been carefully honed over the years. Unlike individual engineering and financial firms that may specialize in one area or the other, Willdan combines unsurpassed utility rate modeling and financial planning (Willdan’s specialty) with proven operational and economic analysis. The Willdan team will work collaboratively with City staff to carefully assess and understand the unique concerns and issues of each utility system, and develop a tailored, rather than a “cookie-cutter,” approach.

Willdan’s interactive approach will result in a customized Microsoft Excel financial model that is easy to use, and that the City will retain for its use. The model and accompanying documentation will provide a focused and tailored analysis of the City’s current rates, revenues, capital project costs, operational expenditures, debt commitments, reserve funding, and other financial needs. The culmination of our analyses will be a comprehensive financial management plan that develops projected system operating results and rate path for up to ten years.

We will employ our proven interactive approach, supported with advanced financial modeling techniques, to develop a sophisticated and flexible financial model to help us guide the City through various operating and financial scenarios, while evaluating the impact of policy assumptions, and performing sensitivity analyses on utility rate and financial strategies.

Communicating the Results — Sound technical analysis is only one element of this process. To gain political and community acceptance, it will be equally important to effectively communicate results and implications of the proposed rate and fee structures to City staff, Commissioners, key stakeholders and, ultimately, to those that will be subject to the new rates.

Willdan collaborates with clients as needed to help develop educational materials, bill inserts, and changes to information provided on utility bills necessary to help educate stakeholders.

We have a proven track record of completing projects on time and staying within the quoted budget. We encourage you to contact the references listed herein for feedback on our performance, commitment to our clients and adherence to project milestones.

When called upon, our proposed project team of qualified and experienced consultants can provide the consulting expertise you require. Listed below is a brief highlight of our experience.

- National company and one of the fastest growing consulting firms in the country;
- Development of a Microsoft Excel-based dashboard model designed specifically for your needs;
- Partnership approach with City staff members;
- Fixed-fee pricing with no change orders unless expanded scope items are requested;
- An industry leader (AWWA & WEF Manuals/Professional Speaking);
- Subject matter experts, "Best Practices" guidance;
- Ability to balance both financial and political realities;
- Focus on open communication with frequent project updates; and
- Stringent internal Quality Assurance/Quality Control program.

Willdan would like to thank you for your consideration and for the opportunity to submit this proposal and commit to meeting the project schedule delineated in the City's Request for Proposals. If you have any questions, then please do not hesitate to contact me at the contact information is provided below.

Contact Information
Authorized Representative
Daryll Parker, MBA
Vice President/Managing Principal
200 South Orange Avenue Suite 1550, Orlando, FL 32801
Direct #: (407) 409-8755 Email: DParker@Willdan.com

Respectfully submitted,

Willdan Financial Services



Daryll Parker
Vice President/Managing Principal

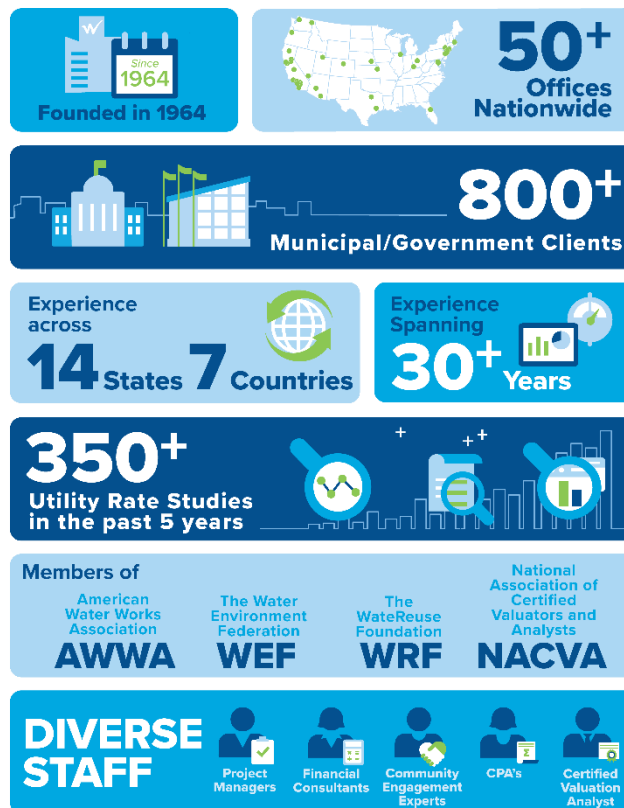
Company Profile

Firm Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (NASDAQ: WLDN). WGI, through its subsidiaries, provides professional, technical, and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,800 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized subject matter experts for all areas related to the broadest definition of connected communities—*five of whom are committed to contribute their expertise throughout the duration of the engagement, plus utilizing other internal resources as needed.*

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by a change in resources, infrastructure, technology, regulations, and industry trends.



Financial Consulting Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and one of the largest public sector economic and financial analysis consulting firms in the United States. Over the past 36 years, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our team is focused on actively supporting our clients by ensuring they stay informed about the latest advancements in our areas of expertise. We believe that by sharing this knowledge, we can empower our clients to make informed decisions and achieve their objectives.

Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
- Utility rate and cost of service studies - User fee studies - Cost allocation studies - Real estate economic analysis - Property tax audits - Economic development strategic plans - District administration services - Municipal advisory services	- Development impact fee establishment & analysis - Feasibility studies - Tax increment finance district formation & amendment - Arbitrage rebate & continuing disclosure services - Debt issuance support - Long-term financial plans and cash flow modeling

Organizational Structure

The organization chart located below represents Willdan Financial Services' reporting structure, including the operating groups and the responsible manager.



Employee Structure

Our team of more than 90 full-time professionals provide continuous, dedicated support, serving as an extension of client staff. We remain actively engaged throughout each project, delivering timely guidance and adapting to evolving needs.

Employee Structure	
Title	Count
President & CEO	1
Vice President –Director	2
Vice President	6
Assistant Director	3
Municipal Advisors	8
Principal Consultant	16
Project Manager	14
Analyst	26
Analyst Assistant	8
Administration	7

Slate of Officers

Provided in the table below are the officers of Willdan Financial Services.

Willdan Financial Services		
Slate of Officers		
Michael Bieber Chief Executive Officer/WGI	Mark J. Risco President and CEO	Creighton K. Early Chief Financial Officer/WGI
Chris Fisher Vice President / Director	Gladys Medina-Ceballos Vice President / Director	Rebekah Smith Assistant Secretary/Director of Operations
Jason Gray Vice President	Daryll Parker Vice President	Josephine Moses Vice President
Dan Jackson Vice President	Michael Vasquez Vice President	Joseph Niggel Vice President

Key Personnel

We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Project Team Responsibilities

City of Pompano Beach Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
Daryll Parker, MBA Vice President/ Managing Principal	<i>Principal-in-Charge /</i> Water and Wastewater Project Manager	- Project and task oversight; - Quality Assurance and Control; - Produce key elements of the analysis; - Model development and analysis; - Stakeholder outreach; and - Meeting and presentation attendance.
Jason Gray, MPSA Vice President/ Managing Principal	Organizational Structure Project Manager	- Collect, interpret, and analyze key data; - Produce key elements of the analysis; and - Report preparation.
Tara Hollis, CPA, CVA, MBA Principal Consultant	Stormwater Rate Study Project Manager	- Collect, interpret, and analyze key data; - Produce key elements of the analysis; - Responsible for project deliverables; - Model development and analysis; - Report preparation; and - Meeting and presentation attendance.
Ron Stein, PE Deputy Director - Engineering	Development Services Project Manager	- Collect, interpret, and analyze key data; - Produce key elements of the analysis; - Review development services processes; and - Provide relevant utility department analyses.
Tiffany Sturms, MSA Senior Project Analyst	Project Analyst	- Collect, interpret, and analyze key data; - Produce key elements of the analysis; - Report preparation; and - Meeting and presentation attendance.

Resumes

Resumes for our project team are included in Section 6.4 – Project Team and Key Personnel.

Conflict of Interest

Willdan Financial Services is not affiliated with any City of Pompano Beach employee.

Willdan Group is a publicly traded company.

Willdan is not aware of any actual, apparent, direct, or potential conflicts of interest that would arise from any work performed by us that would impair or impede our ability to perform objectively for the City of Pompano Beach.

Litigation

Willdan Financial Services is not currently involved in any litigation, nor has it been in the past five years.

Willdan Financial Services Office Locations

The following table provides the location of our Division Headquarters, as well as our satellite offices. The Pompano Beach engagement will be conducted from the Orlando office, with support from the Plano office.

Willdan Financial Services		
Office Locations		
Orlando, FL		
200 South Orange Avenue, Suite 1550, Orlando, Florida 32801 (407) 872-2467		
Daryll Parker, Vice President/Managing Principal		DParker@Willdan.com
Tara Hollis, Principal Consultant		THollis@Willdan.com
Ron Stein, Deputy Director		RStein@Willdan.com
Tiffany Sturms, Senior Project Analyst		TSturms@Willdan.com
Plano, TX		
5500 Democracy Lane, Suite 130, Plano, Texas 75024 (972) 378-6588		
Jason Gray, Vice President/Managing Principal		JGray@Willdan.com
Additional Offices		
Aurora, CO 3190 S. Vaughn Way Suite 550, Office 523 Aurora, Colorado 80014 (303) 990-4616	Division Headquarters 27368 Via Industria, Suite 200, Temecula, California 92590 Tel: (800) 755-6864 Fax: (888) 326-6864	Lexington, KY Compass Municipal Advisors 110 W Vine Street, Suite 240 Lexington, Kentucky 40507 (859) 368-8052
Oakland, CA 66 Franklin Street Suite 300 Oakland, California 94607 (510) 832-0899	Phoenix, AZ 1440 E. Missouri Ave Suite C-170 Phoenix, Arizona 85014 (602) 870-7600	Washington, DC 1025 Connecticut Ave. NW Suite 1000 Washington, DC 20036 (202) 510-0511

Experience and Qualifications

Broad Experience and Capabilities

For over two decades, Willdan team members have provided professional consulting services, which entail financial planning; rate and cost-of-service studies including wholesale analysis; alternative and feasibility analyses; and operational and management studies for water, reclaimed water, wastewater, solid waste, and stormwater utility clients across the United States.

Additionally, Willdan team members were involved with the development of the rate-setting methodologies set forth in the American Water Works Association (AWWA) M1 manual “Principles of Water Rates, Fees and Charges,” and the AWWA M29 manual, “Water Utility Capital Financing.” Willdan is nationally recognized for its expertise with team members, frequently being called upon to speak or instruct on utility financial matters, as subject matter experts, including at the AWWA Utility Management conference.

A Willdan Principal Consultant was involved in the most recent update of the M1 manual.

Willdan team members are experienced in a broad range of utility planning services and therefore understand the importance of an approach that integrates elements of utility planning, engineering, and finance. Willdan team members possess considerable experience in utility rate and cost-of-service studies and have performed these services for hundreds of utilities throughout the country. Our team includes staff with public sector experience spanning more than 30 years, and staff on the forefront of utility ratemaking and rate-modeling.

In addition, team members have served as finance directors, deputy city managers, and auditors, giving them a strong understanding of the financial, operational, and political realities faced by governmental staff and leadership. We incorporate this perspective into developing practical, effective solutions.

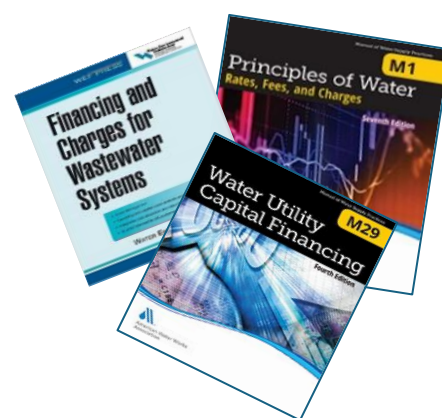
Willdan Financial Services

Utility Experience and Expertise

- | | |
|--|---|
| ▪ Retail and wholesale rate studies | ▪ Interactive rate model development with dashboards showing key performance indicators |
| ▪ Revenue sufficiency analyses | ▪ CIP financial scenario planning |
| ▪ Utility management and policy assistance | ▪ Rate ordinance drafting |
| ▪ Connection fee / tap fee studies | ▪ Billing system validation/rate testing |
| ▪ Miscellaneous fee and charge studies | ▪ Bond feasibility reports |
| ▪ Renewal and replacement sufficiency analyses | ▪ Valuation/divestiture studies |
| ▪ Comprehensive alternatives analyses | ▪ Life Cycle Costs Analyses |
| ▪ Capital project funding studies | |

Willdan will work with the client to identify and prioritize operational and fiscal objectives, and match these to specific rate attributes. We will use this information throughout the engagement to develop a comprehensive financial plan and design utility rates that effectively meet these goals. The culmination of our analyses will be a set of rate policies that guide the rate setting process, along with a financial management plan that projects system operating results over the forecast period. Willdan will employ its proven interactive approach, coupled with advanced financial modeling techniques to design rates and a financial plan that meet established goals and performance criteria. These modeling techniques serve as powerful decision-making tools, providing clients with practical business solutions and clear recommendations on the strategic direction of their utilities.

During rate and financial planning projects we employ tools and techniques which focus on consensus building among stakeholders to ensure the team understands the future financial implications of current management decisions. Our extensive project expertise is bolstered by our unique, interactive financial planning process and model.



Similar Projects

A representative listing of our southeastern U.S. utility rate study project experience is shown below. These studies were prosecuted by Willdan's proposed project team and include water, wastewater, reclaimed water, stormwater, and/or solid waste utility systems.

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
FL	Bay Laurel Center Community Development District	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
FL	Bay, County of	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
FL	Belle Isle, City of					✓	✓	✓						
FL	DeLand, City of	✓	✓		✓	✓	✓	✓		✓	✓	✓		
FL	Delray Beach, City of		✓	✓		✓	✓	✓						
FL	Emerald Coast Utilities Authority	✓	✓				✓	✓		✓	✓			
FL	Eustis, City of		✓			✓	✓	✓			✓			
FL	Fellsmere, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	
FL	Fernandina Beach, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
FL	Fort Myers Beach, City of	✓	✓		✓	✓	✓	✓		✓	✓	✓		
FL	Gateway Services Community Development District	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Grove Land Utilities, LLC	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	
FL	Gulf Breeze, City of	✓	✓				✓	✓		✓	✓			
FL	Hernando, County of	✓	✓	✓			✓	✓		✓	✓			
FL	Hillsborough, County of					✓	✓	✓		✓	✓			
FL	Jacksonville Electric Authority	✓	✓				✓	✓		✓	✓			
FL	Lake Hamilton, Town of		✓		✓									
FL	Lake Worth, City of					✓					✓		✓	
FL	Lakeland, City of	✓	✓				✓	✓		✓	✓			
FL	Leesburg, City of		✓	✓		✓					✓			
FL	Longboat Key, Town of				✓	✓							✓	
FL	Miami-Dade Solid Waste		✓			✓				✓	✓	✓		
FL	Montverde, Town of		✓		✓								✓	
FL	Mulberry, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
FL	Nassau - Amelia Island Utilities, County of					✓	✓	✓			✓			
FL	New Port Richey, City of	✓	✓				✓	✓		✓	✓			
FL	North Peninsula Utility Company					✓	✓	✓			✓			
FL	North Port, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Ocala, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Ormond Beach, City of	✓	✓		✓	✓	✓	✓		✓	✓	✓		✓
FL	Oviedo, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
FL	Palm Beach, County of					✓	✓	✓			✓			
FL	Palm Beach, City of	✓	✓			✓					✓			
FL	Polk City, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
FL	Port Richey, City of					✓	✓	✓			✓			
FL	Rolling Oaks Utilities					✓	✓	✓			✓			
FL	Sanibel, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
FL	Sarasota, City of	✓	✓			✓	✓	✓			✓			
FL	Sarasota, County of	✓	✓			✓	✓	✓		✓	✓			
FL	Seminole, County of		✓		✓	✓	✓	✓		✓	✓	✓		
FL	South Daytona, City of	✓	✓		✓	✓	✓	✓			✓	✓	✓	
FL	Tymber Creek Utilities Incorporated	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Winter Haven, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Winter Park, City of					✓							✓	
FL	Woodstock Utilities, LLC	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	
GA	Cobb County, GA	✓	✓	✓		✓	✓	✓		✓	✓			
GA	DeKalb, County of	✓	✓	✓		✓	✓	✓		✓	✓			
GA	Glynn, County of	✓	✓	✓		✓	✓	✓			✓			
GA	Jefferson, City of		✓			✓	✓	✓						
LA	New Orleans, City of					✓							✓	
NC	Albemarle, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Apex, Town of		✓	✓		✓	✓	✓		✓	✓			
NC	Belmont, City of			✓		✓	✓	✓			✓			
NC	Bessmer City, City of			✓		✓	✓	✓			✓			
NC	Broad River Water Authority	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Cape Fear Public Utility Authority	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		
NC	Cape Fear Water District		✓			✓	✓	✓			✓			
NC	Carolina Beach, Town of	✓	✓			✓	✓	✓		✓	✓			
NC	Cherryville, City of		✓			✓	✓	✓			✓			
NC	Concord, City of	✓	✓	✓		✓	✓	✓		✓	✓		✓	
NC	Cramerton, Town of			✓		✓								
NC	Dallas, Town of					✓		✓					✓	✓
NC	Dunn, City of					✓	✓	✓						
NC	Fayetteville, City of		✓	✓		✓	✓	✓			✓			
NC	French Broad Electric Cooperative						✓	✓					✓	✓
NC	Gaston County		✓			✓	✓	✓	✓		✓			
NC	Gastonia, City of	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
NC	Greensboro, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Greenville Utilities Commission	✓	✓	✓		✓	✓	✓		✓	✓		✓	
NC	Harnett, County of	✓	✓	✓		✓								
NC	Henderson, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Hickory, City of	✓	✓			✓	✓	✓		✓	✓			
NC	High Point, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	High Shoals, Town of			✓		✓								
NC	Hillsborough, Town of			✓		✓								

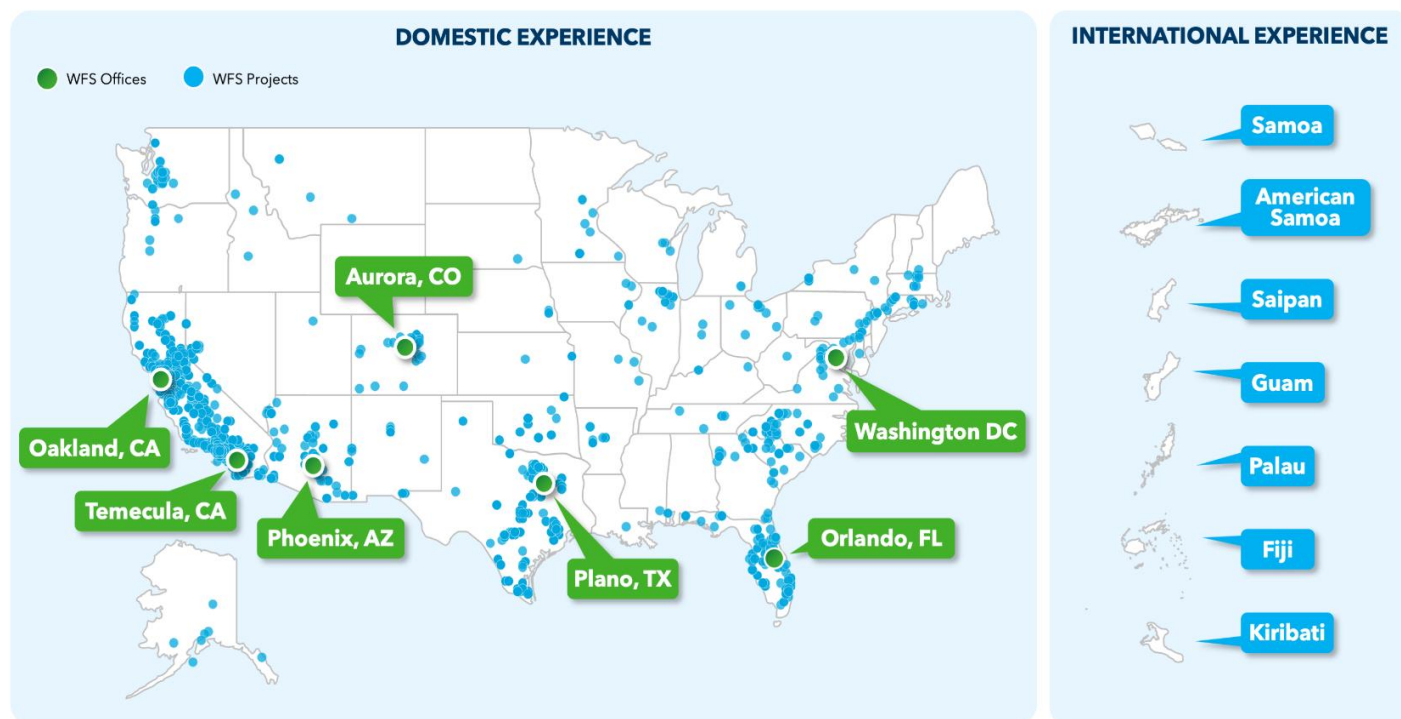
Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
NC	Johnston, County of		✓		✓	✓	✓	✓		✓	✓			
NC	Kannapolis, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
NC	Kings Mountain, City of	✓	✓	✓		✓	✓	✓		✓	✓		✓	
NC	Kinston, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Lexington, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Lincoln County	✓	✓			✓	✓	✓		✓	✓			
NC	Lincolnton, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Lowell, City of		✓			✓	✓	✓			✓			
NC	Lower Cape Fear Water & Sewer Authority	✓	✓			✓	✓	✓		✓	✓			
NC	McAdenville, Town of			✓		✓			✓					
NC	Metropolitan Sewerage District of Buncombe County	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Monroe, City of	✓	✓	✓		✓	✓	✓		✓	✓		✓	
NC	Mooreville, Town of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
NC	Morganton, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Mount Airy, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Mount Holly, City of		✓			✓	✓	✓			✓			
NC	New Hanover County	✓	✓	✓		✓	✓	✓		✓	✓			
NC	New River Light & Power Co.					✓								✓
NC	Onslow County Water & Sewer Authority	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
NC	Orange Water & Sewer Authority		✓	✓		✓	✓	✓			✓			
NC	Raleigh, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Ranlo, Town of			✓		✓			✓					
NC	Rocky Mount, City of					✓							✓	
NC	Shelby, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Spencer Mountain, Town of			✓		✓								
NC	Thomasville, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Stanley, Town of			✓		✓								
NC	Union, County of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
NC	Wake, County of	✓	✓			✓	✓	✓		✓	✓			
NC	Wilson, City of												✓	
NC	Winston-Salem, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Winterville, Town of													✓
SC	Abbeville, City of		✓			✓	✓	✓			✓			
SC	Aiken, City of		✓			✓	✓	✓			✓			
SC	Anderson, City of	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
SC	Beaufort Jasper Water & Sewer Authority		✓			✓	✓	✓			✓			
SC	Beaufort, City of	✓	✓			✓	✓	✓		✓	✓			
SC	Bennettsville, City of	✓	✓	✓		✓	✓	✓		✓	✓		✓	

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
SC	Berkeley County Water & Sanitation	✓	✓			✓	✓	✓		✓	✓			
SC	Camden, City of					✓	✓	✓					✓	✓
SC	Cayce, City of	✓	✓	✓		✓	✓	✓		✓	✓			
SC	Clemson, City of	✓	✓			✓	✓	✓		✓	✓			
SC	Clinton, City of	✓	✓			✓	✓	✓		✓	✓			
SC	Clover, Town of	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Columbia, City of	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Dorchester County	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Due West, Town of					✓	✓	✓					✓	✓
SC	Easley Combined Utility System	✓	✓	✓		✓	✓	✓		✓	✓			
SC	East Richland County PSD					✓	✓	✓						
SC	Florence, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
SC	Fort Mill, Town of	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Gaffney Board of Public Works	✓	✓			✓	✓	✓		✓	✓			
SC	Georgetown, City of	✓	✓			✓	✓	✓		✓	✓			✓
SC	Greenville Water System	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		
SC	Greenwood Commission of Public Works	✓	✓	✓	✓	✓	✓	✓		✓	✓		✓	
SC	Greenwood Metropolitan District	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		
SC	Greer Commission of Public Works	✓	✓	✓	✓	✓	✓	✓		✓	✓			
SC	Hilton Head Public Service District	✓	✓	✓		✓	✓	✓			✓			
SC	Laurens Commission of Public Works					✓	✓	✓		✓				
SC	Lexington County Joint Municipal Water & Sewer Commission	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Lowcountry Regional Water System	✓				✓	✓		✓	✓				
SC	Mount Pleasant, Town of	✓				✓	✓	✓			✓			
SC	Newberry, City of	✓	✓	✓		✓	✓	✓		✓	✓			
SC	North Augusta, City of	✓	✓			✓	✓	✓		✓	✓			
SC	North Charleston Sewer District	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
SC	Pickens, City of	✓	✓			✓	✓	✓		✓	✓			
SC	ReWa (Greater Greenville, Wastewater)	✓	✓		✓	✓	✓	✓	✓	✓	✓			
SC	Richland, County of		✓		✓	✓	✓	✓			✓			
SC	Rock Hill, City of	✓	✓		✓	✓	✓	✓		✓	✓			
SC	SJWD Water District	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Sumter, City of	✓	✓	✓		✓	✓	✓		✓	✓			
SC	Tega Cay, City of					✓			✓		✓			
SC	Union, City of	✓	✓			✓	✓	✓		✓	✓			

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
SC	Winnsboro, Town of					✓	✓	✓						
SC	Woodruff Roebuck Water District	✓	✓	✓		✓	✓	✓		✓	✓			
SC	York, City of	✓	✓		✓	✓	✓	✓		✓	✓			
TN	Brentwood, City of		✓		✓	✓	✓	✓			✓			
VA	Arlington, County of	✓	✓		✓	✓	✓	✓		✓	✓			
VA	Danville, City of	✓	✓			✓	✓	✓		✓	✓			
VA	Henrico, County of	✓	✓			✓	✓	✓		✓	✓			
VA	Isle of Wight County	✓	✓		✓	✓	✓	✓		✓	✓			
VA	Manassas, City of	✓	✓			✓	✓	✓		✓	✓			
VA	Norfolk, City of	✓	✓	✓		✓	✓	✓		✓	✓			
VA	Virginia Municipal Electric Assoc.												✓	
VA	Water Reuse Foundation Research	✓	✓				✓	✓		✓	✓			

Experience Map

A graphical representation of Willdan's geographical client presence is depicted below of recent utility rate and financial projects completed within the last few years.



Specialized Skills

Willdan has several specialized qualifications that sets us apart from our competitors, which will help enable the proposed team to efficiently and effectively complete the proposed engagement. The unique qualifications the incorporated project team offers to the City of Pompano Beach are listed below.

Expertise in Progressive Rate Making & Rate Modeling – The project team’s efforts, coupled with their national and regional experience, will result in a focused and tailored analysis of the City’s current water and sewer rates, fees and revenues, development of a comprehensive financial management plan, cost-of-service analysis based on guiding industry practices, and innovative/progressive rate design solutions. In addition, the project team will work with the City to develop a custom dashboard-driven model that will have the capability to test and evaluate financial scenarios, rate design and rate level adjustments, and capital funding alternatives. The model will serve as a powerful decision-making tool and provide business solutions and recommendations relative to the strategic direction of the City’s utility systems.

Innovative Approach – Willdan’s approach to utility rate development has been carefully honed over the years. The project team will work collaboratively with stakeholders to carefully assess and understand the City’s specific utility system concerns and issues and develop a truly unique, highly functional and intuitive financial model.

We do not use a “cookie cutter” approach but rather bring a combination of planning and financial expertise that provides a thorough understanding of each aspect of utility operations and management. This allows Willdan to work collaboratively with the City of Pompano Beach to provide comprehensive business solutions. The objective is to educate and inform throughout the development of the financial plan and rate analyses, not just at the completion of the project.

National Experience – With offices nationwide, Willdan is one of the fastest growing utility consulting firms in the country. Willdan’s primary focus is providing rate, financial, economic and management consulting services for water, wastewater, stormwater, electric and solid waste utility systems. It should also be noted that Willdan Financial Services’ staff of over 90 people have provided consulting services to more than 800 governmental entities across the country.

Regional Experience – Willdan team members have provided water, sewer, stormwater, and electric rate and financial consulting services within Florida since 1994. The primary focus has been on rate studies, wholesale rates, revenue bond financial feasibility reports, capacity fee studies, financial and capital planning, assessment programs, utility system valuations, system sales and acquisitions, and regionalization issues.

Project Management – Our project approach is different from that of our competitors. Willdan’s project team will actually prosecute the project, attend all meetings, present the findings and conclusions, and serve as the main point of contact throughout the entire engagement.

Fixed Fee Pricing – In addition, Willdan will guarantee the project cost(s) by utilizing a fixed fee approach based on a defined scope of service(s) and will not request change orders or budget amendments unless additional services are requested by the client.

Industry Leader – Willdan staff are involved with the AWWA Rates and Charges committee, responsible for setting guidelines for rate setting policies and emerging trends. In addition, Willdan staff are asked to speak and/or provide training on a variety of rate, financial and economic topics for national and state associations.

Communication – Willdan has established a communication process that will serve to enhance the effective implementation of this engagement. It is vital to the effective completion of this project that Willdan and City staff maintain lines of communication. The City of Pompano Beach and Willdan will identify primary contacts for both the project team and the City and establish protocol for the exchange of information and the resolution of issues that may develop in the normal course of a project. To promote effective communication between the project team and City staff, and to facilitate the successful completion of this project, it is proposed that Willdan will schedule and participate in periodic webinars, conference calls and meetings to discuss project issues, schedule and budget. We will also prepare brief monthly summaries that outline the project’s status.

Case Studies

Willdan collaborates with agencies to provide comprehensive financial consulting services. We are presenting several case studies to demonstrate the breadth and depth of our capabilities. These case studies emphasize our commitment to providing innovative strategies and results-driven support that empower agencies to reach their financial objectives.

Seminole County, FL

Water, Wastewater, and Reclaimed Water Rate Study and Solid Waste Rate Study



Services

- Utility Rate Study
- Financial Feasibility Analysis
- Long -term Financial Planning
- Revenue Sufficiency Analysis
- Bond Feasibility Analysis
- Financial Planning Scenarios

Project Dates

2024 - Ongoing

In 2024, Willdan Financial Services and MSW was selected by Seminole County for a multi-year contract to serve as its Rate and Financial Consultant for the County’s Water, Wastewater, and Reclaimed Water Utility as well as Solid Waste Consultant for the County’s Landfill and Transfer Station operations. As part of this project, Willdan developed MS-Excel based rate models for each system that incorporated the County’s budgeted fiscal requirements, capital improvement plans, vehicle replacement program, debt service payment requirements, existing restricted and unrestricted fund balances, etc. The model was used by Willdan to demonstrate rate impacts of the inclusion/exclusion of capital projects, a septic-to-sewer program, charging other municipalities within the County for processing recyclables, etc.

MSW Consultants, developed a 20-year vehicle replacement program for the County’s Solid Waste Operations and the Landfill and Transfer Station. Results were presented to the County staff and Board of County Commissioners (BOCC) during the FY 2025 and FY 2026 Budget meetings.

Willdan is currently in the process of updating the rate and financial projections for FY 2027 with results to be presented to the BOCC in September. Additionally, Willdan has prepared a multi-year financial proforma analysis for the County that is being used to analyze the overall rate and financial impacts of various Septic to Sewer capital and funding scenarios.

City of Oviedo, FL

Comprehensive Utility Rate and Financial Services



The City of Oviedo, located in Seminole County, has maintained steady growth over the years and has grown from a sleepy little citrus town to a thriving and vibrant community. The City is responsible for a regional utility that provides service to approximately 30,000 residents in Oviedo and Seminole County. Water, wastewater, reclaimed water, and stormwater service is provided to residential, multi-family and commercial establishments. The Utilities Division also provides reuse (irrigation quality) water to the local golf course and residential and commercial reclaimed zones throughout the City.

Willdan was selected in 2013 to provide a variety of utility rate and financial consulting services. The City sought a consulting firm to provide services on an as-needed basis which included rates and charges; financial policies and practices; capital program activity and funding sources; and debt issuance support.

The team has worked with the City on a variety of matters specific to their utility systems. They have also had the privilege of working on a broad range of other projects that include, among other things: development of assessment methodologies for street lighting and fire services; solid waste contractual issues and rate study for residential services; utility billing system audit; cost allocation analysis; and fiscal impact analysis for a proposed new development.

Ms. Hollis recently served as project manager for the Water, Sewer, and Reclaimed Rate Study, Stormwater Rate Study, and Water and Sewer Impact Fee Study that was presented to the Council in early 2025 and included the adoption of multi-year rate adjustments.

Services

- Utility Rate Study
- Financial Feasibility Analysis
- Long -term Financial Planning
- Revenue Sufficiency Analysis
- Bond Feasibility Analysis
- Financial Planning Scenarios

Project Dates

2013 - Ongoing

City of South Daytona, FL

Water and Wastewater Rate Study and Stormwater Study



The City of South Daytona provides water and sewer service to over 5,000 customer accounts. The water and wastewater utility is structured as an enterprise activity and therefore is expected to generate revenues sufficient to meet fiscal requirements. The revenue generation system is comprised of impact fees; contributions; ancillary charges for specifically requested services; transfers from other sources; and user fees consisting of a monthly base charge which includes usage of 1,000 gallons and volume charges per 1,000 gallons of metered service above the gallonage included in the base.

The City of South Daytona requested that Willdan conduct a Water and Wastewater Rate Study. During the course of the project, it was determined that the City's user rates and charges should meet a number of goals and objectives including: 1) equitable recovery of costs; 2) continued conservation initiatives; 3) revenue sufficiency; 4) administrative compatibility; and 5) public understandability. Another important item that influenced the study was the anticipated need for capital funding in the near future. The goals, objectives, and capital funding were considered with utmost priority during the course of developing the proposed rate structure modifications and rate adjustments.

After reviewing the customer data and usage patterns, Willdan developed recommendations concerning conversion of the monthly base charge to a service availability charge to be applied per AWWA meter equivalencies, changes to the usage blocks, and the consolidation of the pass-through adder from the City of Daytona into the monthly gallonage rates for both water and sewer. Additionally, as part of this assignment, Willdan customized its interactive water and wastewater rate model for the City to be used as a dynamic tool to review the impacts of various changes to the City's rate structure. Willdan held two work sessions with the City Council to develop a final rate plan that was adopted by the City for Fiscal Year 2020. This rate plan was recently updated for the City including projected rate adjustments for FY 2025 through FY 2029.

In addition to the utility rate study, Willdan acts as the City's Utility Rate Consultant on various matters. Willdan recently completed an analysis of historical operating information for both water and sewer to be used by the City in conjunction with entering into a new wholesale agreement with the City of Daytona Beach. Willdan also prepared a Stormwater System Rate Study which included a five-year rate plan for FY 2025 through FY 2029.

Services

- Utility Rate Study
- Financial Feasibility Analysis
- Long -term Financial Planning
- Revenue Sufficiency Analysis
- Financial Planning Scenarios

Project Dates

2019 - Ongoing

Bella Collina CDD, FL

Water, Wastewater, and Irrigation Rate Study



Bella Collina Community Development District engaged Willdan to conduct a comprehensive Water, Wastewater, and Irrigation Rate Study. This Study evaluated the District's current utility rate structures, updated monthly user rates and miscellaneous fees, and developed a cost-of-service analysis for both the potable water and wastewater systems, as well as the new surface water irrigation system currently under construction. The analysis covered fiscal years 2025 through 2030. The District's existing rate framework consisted of fixed Base Charges by meter size and variable Volume Charges, using inclining block rate structures to encourage conservation.

To reduce potable water demand and maintain compliance with its Consumptive Use Permit (CUP), the District is transitioning customers from potable-based irrigation to a new surface water irrigation system anticipated to be operational by July 1, 2026. This transition is a key component of the District's long-term sustainability strategy, aimed at reducing overall water consumption and preserving potable water resources. As part of the Study, Willdan reviewed the equity, efficiency, and industry alignment of the District's rate structure and recommends several modifications:

1. Increase Rate Differentials Between Usage Blocks – Adjust pricing to strengthen conservation incentives by widening the cost gap between lower and higher usage tiers for both water and irrigation. This supports sustainable demand management and ensures high-volume users contribute proportionally to system costs.
2. Eliminate the Wastewater Usage Cap – Remove the 10,000-gallon cap for residential customers, as all properties use separate irrigation meters. Eliminating the cap promotes fairness, enhances conservation, and better aligns wastewater revenues with actual system usage.
3. Adjust Irrigation Block Allowances by Lot Size – Align irrigation usage blocks with the District's CUP and promote equitable allocation by scaling allowances based on property size. Allowances will differ between service areas (Pine Island and Hillcrest), and non-residential and master-metered customers will receive assigned block allocations from the District or its Engineer.

These proposed changes aim to modernize the District's rate structure, ensure cost-of-service alignment, support regulatory compliance, and promote long-term resource sustainability.

Services

- Utility Rate Study
- Financial Feasibility Analysis
- Long -term Financial Planning
- Revenue Sufficiency Analysis
- Financial Planning Scenarios

Project Dates

2022 - 2024

Great Lakes Water Authority, MI

Utility Rate Consulting Services



Willdan Financial Services serves as the rates and charges consultant to Great Lakes Water Authority (GLWA). The GLWA system is one of the largest in the United States, both in terms of water supply and population served.

The water system currently serves an area of 1,698 square miles located in eight Michigan counties and an estimated population of nearly 3.8 million or approximately 38% of Michigan's population. The water system is comprised of 88 member partners across 112 communities. The sewer system serves an area of 944 square miles or approximately 28% of Michigan's population. The wastewater system is comprised of 19 member partners across 79 communities.

GLWA has the exclusive right to establish rates, fees, and charges for water supply and sewage disposal services within its service area. Willdan works with GLWA to provide such services as an annual detailed utility cost-of-service study that provides charges for wholesale water and sewer services; member outreach activities including presentations and meetings; and general services including but not limited to master planning support, regulatory permit negotiation, affordability analysis, long term financial planning, debt issuance support, and litigation support.

Services

- Utility Rate Study
- Financial Feasibility Analysis
- Master Planning Support
- Revenue Sufficiency Analysis
- Bond Feasibility Analysis
- Affordability Analysis
- Debt Issuance Support
- Litigation Support

Project Dates

2024 - Ongoing

City & County of Denver, CO

Utility Rate and Financial Planning



Willdan staff's initial engagement with the City and County of Denver was for a six-year financial analysis of the City's Wastewater Enterprise Fund (sanitary sewer and storm drainage). The study included a projection of rate increases to maintain the financial viability of the Enterprise Fund. Willdan Staff worked closely with City staff and the City's financial advisor to conduct a bond feasibility analysis in support of a \$50 million revenue bond debt issuance to refund a prior debt issue and provide new money for future capital needs.

Upon completion of the initial study, Willdan completed a benchmarking and storm drainage impact fee study for the City. The benchmarking study entailed a comparison of the City's approach to billing for sanitary sewer and storm drainage to other Front Range entities as well as to other large national entities. As part of the benchmarking study, a storm drainage impact fee was calculated as a first-time potential storm drainage impact fees the City could implement to help offset the cost of capital needs attributable to new development.

Willdan is currently engaged in a study to complete a long -term financial planning and impact fee study for the City. The current engagement is analyzing different financial planning scenarios (cash versus debt funding) of an upgraded capital improvement program including a potential teaming with the Army Corps of Engineers to remediate the South Platte River. A pass through of Metro Water Recovery (the City's independent wastewater treatment provider) is being considered in order to help maintain pace with increased treatment costs in the future.

As a component of the financial planning study, the City's current sanitary sewer impact fees are being reviewed and updated, and a new storm drainage impact fee is being revisited and explored as a potential new revenue source for the Enterprise Fund.

Services

- Utility Rate Study
- Long -term Financial Planning
- Bond Feasibility Analysis
- Financial Planning Scenarios
- Sanitary Sewer Impact Fee Study
- Benchmarking Fee Analysis
- Storm Drainage Impact Study

Project Dates

2014 - Ongoing

Lancaster County, SC

Countywide Strategic Plan



After successfully navigating a competitive procurement process, Willdan Financial Services was selected to develop a comprehensive Countywide Strategic Plan for Lancaster County. This initiative marks a significant milestone for South Carolina’s second-fastest growing county, as it is the first of its kind for the County.

Our team facilitated a thorough process to craft essential components of the strategic plan, including a Vision Statement that articulates the county’s aspirations, a Mission Statement that defines its purpose, and a set of Organizational Values that reflect the principles guiding its actions. Furthermore, we identified Strategic Focus Areas to prioritize key initiatives and community objectives that serve the residents’ needs.

In addition to these foundational elements, we implemented a robust methodology for tracking the overall quality of life in Lancaster County. This approach enabled local officials to analyze various indicators and understand trends that affect the daily lives of their citizens, ensuring that the strategic plan remains responsive to the evolving needs of the community. Through this comprehensive framework, Lancaster County is well-positioned to enhance its future growth and development.

Project Successes: Our team played a pivotal role in guiding Lancaster County through the process of developing its first comprehensive strategic plan, accompanied by a detailed execution guide designed to ensure effective implementation and long-term success.

Services

- Stakeholder & Public Engagement
- Development of Vision, Mission, Strategic Focus Areas, Objectives and SMART Goals
- Recommended reporting rhythm documentation
- Comparative community analysis
- Stakeholder Focus Groups

Project Date

2023

Project Approach and Methodology

Organizational Assessments, Policies, and Implementation Strategies Services

This RFP requests a wide variety of work including review and development of various policies, procedures, processes, and organizational structure. Willdan's multi-disciplinary team, with decades of experience serving local governments, and comprehensive approach, is very well suited to deliver this wide scope of work.

Our approach to assessing and developing the requested Financial Policies, Development Services Processes, and Utilities Department Organizational Structure is based in clearly identifying the level to which these policies, processes, and the organizational structure are aligned with the vision, goals, and objectives of the various stakeholders within each area. This effort will be led by Willdan Vice President & Managing Principal Jason Gray. Mr. Gray is a former City Manager, who during his tenure managed some of the fastest growing, highest quality of life communities in the country, culminating in McKinney Texas being named Money Magazine's #1 Best Place to Live during his time as City Manager there.

While varied in type, we see the assessment of the Financial Policies, Development Services Processes, and Utilities Department Organizational Structure to be similar in nature and in scope. We propose to undertake these elements of the study concurrently to not only provide the selected services, but also to gain full view on how the Financial Policies, Development Services Processes, and Utilities Department Organizational Structure either complement each other, or hinder the other's overall delivery of services to the public.

The City clearly recognizes that organizational effectiveness, policy clarity, and efficient processes are foundational to delivering high-quality services to residents and businesses. This engagement will provide an independent, objective review to support strategic planning and operational improvement efforts within these areas. This is an ambitious scope for the City to undertake, and it is an exciting opportunity for us to assist the City holistically, rather than looking at each service only separately.

While each of the three "Elements of Service" of this portion of the project will have its own flavor, the general approach that we would take is centered on deeply understanding the current state, mapping these Elements of Service within the strategic framework of the City.

Specifically, our approach includes:

Financial Policies Assessment

We will conduct a comprehensive review of the City's financial policies, including but not limited to debt service coverage ratios, reserve policies, internal cost allocation policies, minimum and target working capital/cash balances, capital financing strategies, alignment with best practices, and financial benchmarking analyses. Key tasks include:

- Review and inventory all requested financial policies, administrative regulations, and associated procedures;
- Evaluate policies for completeness, consistency, and alignment with best practices;
- Identify policy gaps, outdated provisions, or areas of ambiguity that may impede effective service delivery or financial management;
- Assess alignment of financial policies with the City's strategic and operational goals;
- Conduct interviews with Finance Department staff and key stakeholders from other departments; and
- Develop recommendations for policy updates, consolidations, or new policy development.

We view the remaining tasks identified in 4.1.2 of the RFP (Implementation of a Capital Improvement Surcharge, Financial Feasibility Reports, and Financial Analyses of loan/issuing documents as part of the utility rate study portion of this engagement and/or ongoing services that can be provided on an as-needed basis.

Development Services Process Review

For this Element of Service, we will assess and map the end-to-end processes within the City's Development Services function, encompassing permitting, plan review, inspections, and related customer-facing workflows. Key tasks include:

- Document current-state process flows for key development services functions through stakeholder interviews, observations, and data review;
- Identify process bottlenecks, redundancies, technology gaps, and opportunities to improve cycle times and customer experience;
- Benchmark current processes against comparable cities and recognized best practices;
- Evaluate interdepartmental coordination and handoffs that affect development services delivery;
- Assess current technology utilization (permitting systems, online portals, etc.) and identify opportunities for enhancement;
- Develop future-state process recommendations with prioritized short-, mid-, and long-term improvement actions;
- Develop a standardized developer agreement template;
- Analyze and provide recommendations on development-related fees for alignment with cost-recovery goals; and
- Recommend standardized procedures for the Department's processes.

Utilities Department Organizational Assessment

We will evaluate the organizational structure of the Utilities Department to assess its capacity to meet current and future service delivery demands. Key tasks include:

- Review current organizational charts, position descriptions, reporting relationships, and spans of control;
- Assess staffing levels relative to service demands, industry benchmarks, and peer organizations;
- Evaluate internal communication, coordination, and decision-making effectiveness;
- Identify structural inefficiencies, capacity gaps, or misalignments with service delivery objectives;
- Conduct interviews and/or focus groups with department leadership and staff;
- Develop organizational structure recommendations, including alternative models where appropriate, with an analysis of associated trade-offs; and
- Assist in the development of various Key Performance Indicators (KPIs) to monitor performance.

Utility Rate Studies

Project Understanding

It is Willdan's understanding that the City of Pompano Beach seeks to retain a qualified professional consultant to prepare Water, Wastewater, Reuse, Irrigation, and Stormwater Rate Studies, as well as an Organizational Study. Willdan has extensive experience delivering innovative and effective solutions to complex financial, utility rate, and capital planning challenges for communities throughout the nation.

60+ Years of Success Serving Government Authorities & Community Stakeholders



Financing Plans



Rate and Capital Planning Management



Stakeholder Outreach

A model is only as good as the experts driving it. While we provide the support needed to be self-sufficient, our subject matter experts will collaborate with the City of Pompano Beach to make data meaningful and actionable.

Our models are easy to use, answer “what-if” scenarios, generate customized reports as inputs are changed, produce financial measures and ratios, and accompanied by interactive user support. Custom solutions to each client engagement. We serve as an extension of the City's team.

Model Forecasting Capability

To address questions that may arise during project team meetings with staff or elected officials, the dynamic modeling used by Willdan will help to gain consensus regarding the rate and financial plan which best addresses your needs. Subsequent to careful development and validation of the baseline forecast, a series of alternative forecasts (projections) can be prepared illustrating results in the following general categories.

- **What if things turn out differently?** These alternatives will demonstrate the sensitivity of the forecast to the significant assumptions used. This results in a sound understanding of areas where a conservative forecast approach is warranted.
- **What happens when we try this?** This series of alternatives focuses on different financial management approaches. For example, the use of different financing techniques such as capitalized interest, interim short-term financing, and capital appreciation bonds may be explored.
- **What can we do to make it better?** This approach to forecasting identifies the factors that may be causing significant rate increases in a given year and explores alternatives. For example, if a large capital project in a single year is the culprit, we would work with staff and the consulting engineers to determine whether this project could be phased or delayed.
- **How will any adjustments affect our customers?** In examining rate structure alternatives, we will demonstrate and discuss how users in various categories or classifications will be impacted. Our team will use our rate design model to explore the impact of various rate structures on bills for each customer class over the relevant consumption range.

Graphic Depiction of the Model Dashboard

The sample dashboard graphic below illustrates how we can summarize data, assumptions, and calculations into an easy-to-understand graphical interface that updates with each alternative scenario evaluated. To summarize, rate model development is an integral part of the Willdan consulting process, and one in which staff and other stakeholders play a collaborative role.



Education

Willdan can offer a hands-on training/education session to staff members responsible for using the model as well as post-project phone consultations. Training can take place at City offices, or via a webinar, and provides staff members with an opportunity to learn the dynamic interactions of the rate model. In addition, Willdan will be available to provide future instruction on an hourly basis either at City offices or via webinar.

Project Approach

To address the impacts of increased development, aging infrastructure, system expansion, changes in customer demographics, and changes in the cost of providing municipal and utility services; the City is requesting the Consultant assist in preparing comprehensive financial, rate, cost of service, and management evaluations for each enterprise fund to provide for the recovery of its respective costs to provide service to its stakeholders and to promote a strong financial position over the long-run.

The following project approach and scope of services is based on Willdan's current understanding of the City's needs and objectives for a comprehensive analysis of the City's Water, Wastewater, Reclaimed, Irrigation and Stormwater rates and charges. Willdan's approach involves ongoing, interactive communication with the City throughout the study and will result in a customized, user-friendly financial model for each utility system.

The comprehensive ten-year financial management plan will illustrate the City's ability to meet its operating costs and CIP goals, fulfill existing debt service obligations, and maintain required fund balances.

The Microsoft Excel-based models and accompanying documentation will provide focused and tailored analyses of the City's current rates, revenues, capital project and operational expenditures, existing debt commitments, reserve funding, and other financial data. The culmination of our analysis will be a comprehensive financial management plan that develops projected system operating results for the applicable projection period and allows for alternative rate plans.

We will employ our proven interactive approach, supported with advanced financial modeling techniques, to develop a sophisticated and flexible financial model to help the Willdan team guide City staff through operating and financial scenarios, while evaluating the impact of policy assumptions, and performing sensitivity analysis on utility rate and financial strategies.

Our model will forecast revenues, expenses, and rates for the projection period. The Willdan Team will employ such standard inputs as account growth projections, historic and forecast adjusted water consumption, the capital improvement program (CIP), account/usage/ revenue data from the City's billing system, and current budget information to develop its forecast of future costs.

Upon finalization of the inputs outlined above, the Willdan Team will develop a comprehensive analysis model that will present alternative long-term utility rate plans sufficient to fund operating expenditures, existing debt service and the forecast CIP. The model will functionalize costs and will allocate costs amongst customer classes. The functionalization, classification and allocation of costs will be in accordance with accepted industry standards including American Water Works Association (AWWA) and Water Environment Federation (WEF) guidelines. Our models are easy to use, intuitively straightforward, and will be presented to staff in an electronic executable form at the conclusion of this engagement.

Another benefit of a ten-year financial plan is that it will enable the City to better evaluate the potential economic and financial impact of capital improvements, future inevitable increases in the cost of service, and, importantly, the overall impact of declining per capita usage on revenues and expenses. This has become an increasingly important issue in recent years as utilities across the U.S. have become more aggressive at encouraging conservation and efficiency in retail water usage. The model addresses such questions as whether future system and revenue growth will finance capital improvements and lessen the need for rate increases. It also will allow the City to determine whether it may be appropriate to implement rate adjustments over a period of several years.

To summarize, the information developed during the course of the rate studies will allow the City to choose a financial and capital plan that will minimize the impact on all classes of ratepayers, while still allowing it to meet increasing expenses and ever-growing customer demands.

Cost of service, while important, will not be the sole factor in setting the rate design for each customer class. Rate design is more than just a series of mathematical calculations; the proposed rate structure must balance the sometimes-conflicting issues of utility funding requirements, the cost to serve, the overarching goals of the utility system, and the users' ability to pay. While we generally advise moving customer classes to cost-based rates to reflect fair and equitable distribution of costs, rate design considerations also include simplicity, encouraging conservation and the efficient use of the system resources, administrative ease, competitive rates, and avoidance of rate shock for particular customer classes or customers with certain load characteristics. We will combine both the art and science of rate design to develop rates that meet the strategic goals of the City.

We note the following additional benefits about our services and the deliverables that will be prepared for the City:

- We take pride in the quality of our written reports. The intent is to make our reports readable and easily understandable to those who are not ratemaking or financial professionals. We are frequently complimented by clients who share that they understood both the major points of our analysis and the benefits of our proposed rate plans.
- We also believe that our public presentations are of a superior quality, both in terms of overall presentation and understandability. We understand how to make presentations to non-financial audiences. We take pride in the frequent compliments received from clients about the ease and understandability of our presentations, and the fact that critical information required to make decisions was presented in a straightforward and easy to follow manner.

Our Willdan Team offers the benefits of not only a first-rate analysis and model development, and a well written and easily understandable report, but also a public involvement process that is designed to garner endorsement and help successfully implement the results of the analysis.

Utility Rate Studies Work Plan

Provided herein is a detailed description of the scope of work anticipated to complete the City's Water, Wastewater, Reclaimed, Irrigation and Stormwater Rate Study project. The proposed scope of work is intended to develop a multi-year rate and capital planning model that will include estimated rate impacts and provide a review process that will allow the City to accomplish the changes in rates and policies necessary to recover costs equitably, fund future capital projects and remain financially strong.

Based on our understanding of the City's needs, the following scope of services has been segmented into the following parts consisting of:

- 1) Project Initiation;
- 2) Water, Wastewater, Reclaimed, Irrigation and Stormwater Rate Study;
- 3) Combined System Dashboard; and
- 4) Meetings & Presentations.

Willdan welcomes this opportunity to provide a fresh perspective and approach to the planning and rate-making process, and to work with the City to develop a comprehensive financial and rate model, as well as evaluate the financial plan and rate alternatives.

Phase 1 – Project Initiation

Willdan will meet with City representatives to discuss the overall goals and objectives, project schedule, data, the City's point-of-contact, meetings, and presentations. The purpose of this task is to formalize the lines of communication between the project team and appropriate City personnel, to develop the project schedule, and to ensure that the project objectives are clearly defined and understood by all parties. The functions performed in this initial phase of the project will provide the foundation for completing a successful engagement.

Phase 2 – Utility Rate Study | Water & Wastewater

Provided herein is a description of the scope of work anticipated to complete the Water, Wastewater, Reclaimed, and Irrigation Rate Study project. The proposed scope of work is intended to develop a multi-year rate and capital planning model that will include estimated rate impacts and provide a review process that will allow the City to accomplish the changes in rates necessary to recover costs equitably, fund future capital projects and remain financially strong.

Task 2.1: Data Collection and Review

Task 2.1.a – Data Collection. As a means of initiating the project activities, the City will be provided with an initial list of basic data needed to conduct the Water, Wastewater, Reclaimed, and Irrigation Rate Study. The data request will include items such as financial and operating data, customer account and billing data, reports prepared by others, budgets, audits, capital improvement programs, fixed asset records, official bond statements, debt service schedules, master plans, ordinances, previous rate studies and policy statements.

Task 2.1.b – Data Review. Data will be reviewed for relative completeness and to ensure a sufficient understanding of historical Water, Wastewater, Reclaimed, and Irrigation operations. Willdan is not responsible for verifying the accuracy of financial, capital or engineering data provided by the City or other entities.

Task 2.2: Revenue Requirements and Rate Determinants

Task 2.2.a – Historical Billing Data Analysis. It is anticipated that the billing information will be provided in a format necessary to summarize the Water, Wastewater, Reclaimed, and Irrigation system accounts and volumes by customer class, meter size and usage blocks for recent historical periods.

The customers and flows provide the basis on which operating revenues are derived and are therefore the primary factors utilized in reviewing the user rates and charges.

Task 2.2.b – Customer and Flow Projections. Water, Wastewater, Reclaimed, and Irrigation system accounts and flows will be forecast for a ten-year planning period. Such projections will be developed by considering historical growth trends, local economic conditions, potential for adding/losing major utility customers, changes in customer class usage patterns over time (based on client input) and experienced judgment.

The flow projections will be based on the projected number of utility accounts and a usage per account analysis to differentiate the historical effects of account growth and increased (decreased) average usage by customer class.

Task 2.2.c – Projected Revenues Under Existing Rates (Revenue Sufficiency). Projections of each system’s revenues under existing rates for the ten-year planning period will be developed, recognizing projected accounts, flow volumes, and usage patterns by customer class (as determined in the billing analysis under prior tasks). Such revenue projections will assume that the existing user rates and rate structures remain constant at the existing levels.

Task 2.2.d – Miscellaneous Revenue Projections. The revenues to be generated from other existing sources including such items as interest income, tapping fees, late payment charges, and other miscellaneous service charges will be projected for the planning period. This task will include assessing and recommending potential updates to development-related fees (e.g., cost recovery fees, capacity charges, connection fees) to ensure alignment with actual service costs and equitable cost allocation.

Task 2.2.e – Projected Revenue Requirements. Revenue requirements (i.e., utility system expenditures) will be developed based on an analysis of historical, currently budgeted, and anticipated operating and capital expenditures. The revenue requirements will be projected on a fiscal year cash flow basis, while accounting for expected operational changes, changes in staffing or operating expenditures for new facilities, system growth occurring from new development, anticipated extraordinary expenses, and allowances for inflation.

The City’s existing CIP will be reviewed in conjunction with conversations with staff. The objective of such a review is to gain an understanding of the types of projects scheduled, the timing associated with such projects, and associated expenditure requirements. A general financing plan will be developed to provide for the anticipated capital expenditure activities, including potential debt issuances, relative to the CIPs. Willdan will rely on City staff or the City’s Financial Advisor for any assumptions specific to future debt service issuances. Such a financing plan will include consideration for the use of restricted and unrestricted funds, surplus operating reserves, connection and impact fee revenues, debt service and future rate adjustments.

The projections will include, but not be limited to, the following: operation and maintenance expenses; outlay for Routine Annual Capital Additions and Replacements, if applicable; debt service and reserve requirements (liquidity) on existing and anticipated debt; transfers to fund major capital improvements; and other expenditures and transfers.

Task 2.2.f – Projected Operating Results Based on Existing Rates. The projected revenues and revenue requirements will be summarized into a ten-year cash flow statement providing the projected operating results of each system under the existing rates.

The ten-year cash flow statement will be used to estimate annual adjustments in utility revenues necessary to fund expenditure requirements, meet existing bond covenant requirements, and maintain prudent utility management practices. The estimated timing and magnitude of future debt issues required to finance proposed capital improvements, as provided by the City’s Financial Advisor (if applicable), will also be included in the ten-year cash flow statement.

Concurrent with the development of the projected operating results, Key Performance Indicators (“KPIs”) will be developed which will show the general financial health of the utility operations. If necessary, Willdan will work with the City’s Financial Advisor to make recommendations for future debt issuance needs, required/targeted fund balances or reserves (liquidity), and debt service coverage ratios to maintain financial integrity and a stable bond rating.

Task 2.3: Cost of Service Allocations

Task 2.3.a – Functional Cost Allocations: The analysis will allocate the test year revenue requirements (i.e. costs of providing service) for the water and sewer systems to the various cost/rate components that constitute functional classifications of the types of service provided. The functional cost allocations will evaluate such aspects as fixed costs, customer related costs and volumetric/usage related costs.

The evaluation of allocation factors associated with applicable cost will be based on existing rate structures applied by the City, rate structures applied by other comparable utility systems in the region, common industry practice and standard rate-making procedures.

Task 2.3.b – Determination of Revenue Adequacy: Comparisons of revenues under the existing water and sewer rates with the allocated costs of service will be evaluated in order to determine the degree of cost recovery by the various cost components, and to identify areas that may possibly require adjustments to align the revenues from each rate component with the allocated costs.

Comparisons of revenues under the existing water and sewer rates with the allocated costs of service will be evaluated in order to determine the degree of cost recovery by the various cost components, and to identify areas that may possibly require adjustments to align the revenues from each rate component with the allocated costs.

Task 2.4: Rate Design and Resulting Rates

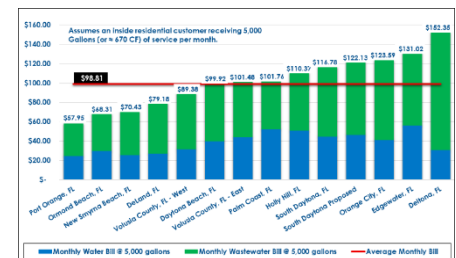
Task 2.4.a – Evaluate Existing Rate Structure: The existing water, wastewater, reclaimed, and irrigation rate structures will be evaluated for their effectiveness in equitably recovering costs of utility service from each customer class. Consideration will also be given to the City's policies, pricing objectives, and practical limitations.

Task 2.4.b – Rate Structure Alternatives: An interactive dashboard model will be developed by Willdan that will allow for the consideration of alternative rate structures while still meeting the funding needs required for the water and sewer systems. The rate structure alternatives will be developed to recover the projected revenues needed to fund utility operations, recognizing equitable cost recovery by customer class, establishing reasonable recovery of costs from existing and new utility customers, and complying with applicable regulations and policies. The analysis will develop projected cash flow patterns for each rate structure alternative identified.

Task 2.4.c – Projected Operating Results Based on Proposed Rates. If the projected revenues under the existing rates are insufficient to fund the projected revenue requirements, the rates will be adjusted on a percentage basis to estimate the revenues to be generated for the projection period. The projected revenues will consider possible changes in usage characteristics that may occur from revising the rate structure. In addition, similar to the process described in **Task 2.2.f**, the ten-year cash flow statement will identify annual adjustments in revenues necessary to meet existing bond covenant requirements specific to the applicable utility system, prudent management practices, and/or sound capital financing considerations.

Task 2.4.d – Typical Bill Comparison. A comparison of typical monthly utility bills under the existing and proposed rates will be developed for the residential customer class under various levels of usage. The comparison will calculate the rate impacts on typical customers for the majority of the customer base.

Task 2.4.e – Neighboring Utility Comparison. A comparison will be prepared to assess the difference between the existing and proposed rates of the City with those of other public utility systems in the same Broward County region.



Phase 3 – Utility Rate Study | Stormwater

Provided herein is a detailed description of the project approach anticipated to complete a Stormwater Utility Rate Study for the City in accordance with the requested scope of services. The proposed approach is intended to develop stormwater rates and includes a review process that will allow the City to accomplish the changes in rates and policies necessary to recover costs fairly and remain financially strong going forward.

In addition, Willdan has developed the approach to match the logical progression of tasks required to complete a comprehensive Stormwater Rate Study. The following scope of services and work plan stated herein is based on Willdan's current understanding of the City's goals and objectives. Should the City refine or revise its goals and objectives it may be necessary to modify the work plan and the associated schedule and fee.

Task 3.1: Data Collection and Review

Task 3.1.a – Data Acquisition. A detailed data request will be prepared for the City in order to assist staff in gathering specific information regarding the operations of the utility system and the allocation of costs among the rate structure attributes. The data request is intended to be comprehensive in nature and may include such information as historical financial data; adopted operating budgets; historical customer data and Equivalent Residential Units; and existing rate schedules.

Task 3.1.b – Data Review. The data obtained during the prior subtask will be thoroughly reviewed in order to gain an understanding of the historical operations, as well as to identify other information that may be necessary for completing the resulting analyses. This proposal assumes that the City will be able to provide the existing customer data, impervious area calculations, and zoning data in a readily usable electronic format, as well as in a timely manner.

Task 3.2: Revenue Requirements and Rate Determinants

The purpose of the second task of Phase 3 of this engagement is to ensure that all costs incurred to provide stormwater service are recovered from the proposed user rates and charges. Also, this task provides an understanding of the customer base and runoff characteristics (i.e., the rate determinants) associated with the stormwater system. During this task, it is important to work closely with City staff to ensure an accurate portrayal of operating and maintenance expenses as well as the allocation and/or addition of debt service due to capital improvements or facilities expansion. The associated subtasks are detailed below.

Task 3.2.a – Develop Net Revenue Requirements to be Recovered from User Rates. The primary purpose of this subtask is to develop the level of expenses and other funding requirements from rates (i.e., operating expenses, transfers to the renewal and replacement fund, payment of existing debt service, capital investment to be funded from rate revenues, etc.) for the planning period. Specifically, this subtask will include the following.

- Identification of major expenditures of the system in order to insure sufficient cost recovery from rates.
- Development of projected operation and maintenance expenses and other related costs associated with stormwater. The projections are based on factors such as inflationary impacts, changes in expenses associated with new programs, changes in utility regulations, and other related aspects as they may pertain to the system.
- Based on utility policies and goals, identify and recognize other expenditures currently not being fully recovered by the utility, including:
 - Recognition of an administrative allocation charge for common or shared expenses;
 - Adequate transfers for the purpose of renewal and replacement of capital assets; or
 - Any other type of expenditure that is not currently reflected in the budget that needs to be included.
- Review of the capital improvement program as well as the sources of funds to meet such programs. Such forecasts of capital costs not only include expansion-related projects, but projects associated with renewals, replacement, and betterment of the system, as well as departmental capital outlay (vehicles, equipment, etc.).
- Identification of other revenue and/or expenditure offsets that will serve to reduce the amount of revenues required to be generated from user rates (interest income, miscellaneous service charges, etc.).

Task 3.2.b – Projected Billing Determinants. Willdan will utilize the City's existing rate structure methodology for the proposed rates. Based on customer data provided by the City, Willdan will work with the City to develop anticipated customer projections for the ten-year planning horizon.

Task 3.3: Development of User Rates and Charges – Rate Scenarios

The purpose of the third task of the Stormwater Utility Rate Study is to establish an equitable, defensible rate structure, determine the appropriate rate components, and develop a methodology to allocate the revenue requirements to applicable rate components. The allocation of revenue requirements will define the total costs to be recovered through each component of the rate structure.

The cost-of-service allocations will be designed to allocate the various costs such as operating expenses, capital expenditures, debt service, administrative and other transfers, and renewal and replacement requirements to appropriate cost recovery mechanisms or components for the stormwater system. The following is a discussion of the subtasks anticipated.

Task 3.3.a – Cost of Service Allocations. The primary purpose of this subtask is to develop the methodology to be used for assigning the cost of stormwater operations, maintenance, system indebtedness (information to be provided by the City's Financial Advisor), and capital improvements of the system to the various customers and cost recovery components.

This will involve a review of the allocation of the revenue requirements to the individual classes and rate structure component for rate design purposes. The characteristics of each customer class will be considered during the allocation of the system revenue requirements and costs.

Task 3.3.b – Rate Structure Alternatives. The rate model spreadsheet will be developed in a dynamic manner such that Willdan and City staff will be able to analyze “what-if” scenarios detailing the financial impacts under each scenario utilizing an iterative dashboard view.

Baseline rate structures will be recommended as required to fund the stormwater system, and consider annual inflationary, indexed adjustments to rates as needed to maintain the utility. The recommended rate structure alternatives will be developed to recover the projected revenues needed to fund utility operations, infrastructure/capital improvements, recognizing equitable cost recovery by customer class, establishing reasonable recovery of costs from existing and new utility customers, and complying with applicable regulations and policies. Any alternative rate structures will be based on common industry standards and will be consistent with the City’s goals and objectives specific to the stormwater system. Willdan will review various parcel characteristics for potential impacts on how stormwater costs are allocated to each parcel including an impervious area analysis, parcel size, intensity of development, etc.

Task 3.3.c – Projected Operating Results. The proposed user rates will be applied to the projected customers and rate determinants to estimate the revenues to be generated from the proposed rates for the Test Year and the subsequent years of the projection period. The projected operating results will provide a summary estimate of revenues and expenditures anticipated in future years, identify where deficiencies may occur, and provide an estimate of the order of magnitude for future rate adjustments. The projected revenues will consider possible elasticity effects associated with changes in property characteristics and rain flow characteristics that may occur with parcel development and from revising the rate structure.

A ten-year financial forecast will identify projected annual adjustments in stormwater utility system revenues necessary to meet existing bond covenant requirements, prudent management practices, and/or sound capital financing considerations.

Task 3.4: Rate Scenario Impacts and Comparisons

Task 3.4.a – Customer Impact Analysis. The impact of any proposed rate and structural adjustments on existing stormwater customers will be analyzed. This will include a comparison of existing and proposed rates for various parcels.

Task 3.4.b – Rate Comparison with Other Utilities. To assist in the evaluation of the rate structure and any proposed rate adjustments, a comparison will be developed showing the existing and proposed rates of the utility with those of other stormwater utilities throughout the Broward County region and the State. This will provide an indication as to the rate levels charged by others in relation to the rate levels recommended by this study.

Task 3.5: Reports and Deliverables

Task 3.5.a – Draft Report Preparation. A preliminary draft report will be prepared addressing the study findings and recommendations.

Contents will also include salient assumptions relied upon for the projection of customers and service characteristics, revenue requirements, revenues, operating results, and any proposed adjustments to the stormwater rates. An electronic (PDF) copy of the preliminary draft report will be submitted for staff review.

Task 3.5.b – Final Report Preparation. Based on review comments received from staff and other participants, the draft report will be revised to incorporate the agreed upon changes. Upon completion, an electronic (PDF) copy, as well as hard copies, of the final rate study report will be provided for the City’s records.

Task 3.5.c – Final Dashboard Model. As previously addressed, an interactive dashboard model will be developed to allow for the consideration of alternative rate structures (if deemed appropriate) that meet the funding needs of the Stormwater Enterprise Fund. The Microsoft Excel-based rate model possesses the elements necessary to conduct a full financial analysis and to provide output necessary for the proposed utility rate study.

Features of the analysis model include the ability to incorporate line-item data and assumptions that are then summarized in a graphical dashboard to show key performance indicators for the Stormwater Enterprise Fund. Upon completion of the rate study project, the final dashboard model will be provided to the City for continued use as necessary by staff.

Phase 4 – Reports & Deliverables

Draft Report Preparation. A preliminary draft report will be prepared addressing the study findings and recommendations. Contents will also include salient assumptions relied upon for the projection of customers and service characteristics, revenue requirements, revenues, operating results, and any proposed adjustments to the Water, Wastewater, Reclaimed, and Irrigation utility rates. An electronic (PDF) copy of the preliminary draft report will be submitted for staff review.

Final Report Preparation. Based on comments received from staff and other participants, the draft report will be revised to incorporate the agreed upon changes. Upon completion, an electronic (PDF) copy of the final rate study report will be provided for the City's records.

Final Dashboard Model. As previously addressed, an interactive dashboard model will be developed to allow for the consideration of alternative rate structures that meet the funding needs of the applicable system. The Microsoft Excel-based rate model will possess the elements necessary to conduct a full financial analysis and to provide the output necessary for the Water, Wastewater, Reclaimed, and Irrigation rate study. Features of the analysis model include the ability to incorporate line-item data and assumptions that are then summarized in a graphical dashboard to show KPIs for the system. Upon completion of the rate study project, the final dashboard model will be provided to the City for continued use as necessary by staff.

Phase 5 - Meetings & Presentations

Our proposal includes several meetings/web conferences as part of the rate study process. Such meetings will be scheduled based on the needs of staff and the City Commission.

Specific meeting requirements will be developed following consultation with City staff. Provided herein is a description of the meetings and presentations defined on the scope of services for the Water, Wastewater, Reclaimed, and Irrigation Rate Study.

Initial Kick-Off Meeting. An initial kick-off meeting will be scheduled with representatives from the City during a mutually convenient time at the start of the project to discuss project requirements, finalize scheduling and reporting requirements, and receive overall project direction. The meeting is part of the project initiation activities and will help ensure that the project objectives are clearly defined and understood by all parties.

Project Status Meetings. After data has been gathered and analyzed, and significant progress has been made, project meetings will be scheduled to provide status updates of the preliminary analyses performed to City staff in order to obtain input as the Study progresses. These meetings will be held in-person or via web conference during the time period prior to completion of the draft report for the Study.

Draft Report Meeting. After allowing sufficient review time from the delivery of the draft report for the study, a meeting will be scheduled to present the results to staff. The purpose will be to 1) provide staff members with a better understanding of the analyses and assumptions applied in developing the proposed utility rates, and 2) obtain personal feedback and comments from staff members responsible for implementing any proposed revisions.

City Commission Presentations. Project Managers, Daryll Parker and Tara Hollis, will attend up to 2 public meetings to present the results of the rate studies to the City Commission. These presentations may include City Commission workshops or public hearings. Additional meetings will be attended if needed, at the request of the City.

These presentations will provide supporting rationale for any proposed rate revisions and address any questions and/or concerns raised by Commission Members prior to action being taken on the utility rates. Willdan will also assist the City's legal counsel in preparing necessary rate ordinances to be addressed at the public hearing.

City Staff Support

Willdan recommends that the City assign a key individual as project manager. As analyses are developed, it is expected that the City's appointed project manager will:

1. Coordinate responses to informational requests;
2. Coordinate review of work products; and
3. Identify appropriate staff members for participation in meetings and facilitate in scheduling.

We request responses to data requests and report comments within five business days, or as otherwise agreed. If delays occur, the project manager will coordinate revised timelines and advance other project tasks as feasible. Willdan will rely on the accuracy of data provided by the City and third parties and will not independently verify such information or be responsible for errors resulting from inaccurate data.

Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission ("SEC"), as such the City of Pompano Beach represents, acknowledges, and agrees that Willdan is not acting as a "municipal advisor" (as defined by the SEC), to the City, in any capacity as it relates to the project proposed in this Utilities Rate, Financial Planning, and Organizational Services.

- (i) The City uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Project Management Approach

Project Management Approach

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and models.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections.

Following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Project Management				
 Define the Project	 Plan the Project	 Manage the Project	 Review the Project	 Communicate the Project
- Identify the project scope, set objectives, list potential constraints, document assumptions. - Define a course of action and develop an effective communication plan. - Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.	- Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. - Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. - Pre-schedule quality control meetings with the project team to maintain the progressive motion of the project.	- Manage the execution of the project. - Direct existing and upcoming project tasks. - Control and monitor work in progress. - Provide feedback to client and project team. - Identify and resolve deviances from project timeline.	- Review all work products and deliverables. - Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. - Procure executive officer level review.	- Communicate with the client regarding work status and progress. - Ensure client is in receipt of regular status updates. - Schedule regular conference calls to touch base. - Inform client of roadblocks, work outside of projected scope.

Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

- 1) Peer review;
- 2) Project Manager review; and
- 3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This assures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.



The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	Lead	Task
Quality Assurance / Control Process	Daryll Parker	- Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed; - Emphasize quality in every phase of work; - Ensure efficient use of resources; - Establish a consistent and uniform approach to the services performed; and - Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	Daryll Parker	- Contract deliverables; - Specific quality control procedures; - Special quality control emphasis; - Budget and manpower requirements; - Overall project schedule and budget; and - Project documentation requirements;

Project Team and Key Personnel

Key Staff

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. The table below identifies each team member and their areas of expertise specific to Utility Rate and Financial Analyses.

City of Pompano Beach Project Team			
Daryll Parker, MBA, Vice President / Managing Principal Principal-in-Charge / Water and Wastewater Project Manager			
Areas of Expertise:	Rate and Cost-of-Service Studies; Impact/Capacity Fees; Expert Witness Testimony; Debt Issuance Support; Financial and Cash Flow Analyses; Bond Feasibility Reports; Revenue Sufficiency Studies		
Office Location:	200 South Orange Avenue, Suite 1550, Orlando, FL 32801		
Telephone:	(407) 409-8755	Email:	dparker@willdan.com
Jason Gray, MPSA, Vice President / Managing Principal Organizational Structure Project Manager			
Areas of Expertise:	Community-wide Strategic Planning; Organizational Alignment; Revenue Optimization; Rate and Cost-of-Service Studies; Impact/Capacity Fees; Bond Feasibility Studies/Reports; Utility System Valuations; Revenue Sufficiency Studies		
Office Location:	5500 Democracy Lane, Suite 130, Plano, Texas 75024		
Telephone:	(972) 378-6588	Email:	jgray@willdan.com
Tara Hollis, CPA, CVA, MBA, Principal Consultant Stormwater Project Manager			
Areas of Expertise:	Budgeting and Forecasting; Cost-of-Service Studies; Rate Studies; Expert Witness Testimony; Management Accounting; Impact/Capacity Fees; Bond Covenant Annual Reports; Bond Feasibility Reports; Revenue Sufficiency Studies, Assessment Programs		
Office Location:	200 South Orange Avenue, Suite 1550, Orlando, FL 32801		
Telephone:	(407) 255-2928	Email:	thollis@willdan.com
Ron Stein, PE, Deputy Director - Engineering Development Services Project Manager			
Areas of Expertise:	Civil Engineering; Stormwater Management, Utility Analysis; Development Services; Impact/Capacity Fees; Utility System Valuations; Permitting, Sewer & Water Design		
Office Location:	200 South Orange Avenue, Suite 1550, Orlando, FL 32801		
Telephone:	(714) 204-9257	Email:	RStein@willdan.com
Tiffany Sturms, MSA, Senior Project Analyst Project Analyst			
Areas of Expertise:	Budgeting and Forecasting; Cost-of-Service Studies; Rate Analyses; Impact/Capacity Fees; Bond Feasibility Analyses; Revenue Sufficiency Studies; Dynamic Spreadsheet Development; Customer Data Analysis		
Office Location:	200 South Orange Avenue, Suite 1550, Orlando, FL 32801		
Telephone:	(407) 734-2110	Email:	tsturms@willdan.com

Anticipated Workload and Team Stability

Mr. Parker has been assigned to serve as the City's representative; and has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous utility rate studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

Willdan is composed of over 1,800 employees, including a cadre of public finance experts. If necessary, Mr. Parker are able to recruit additional, qualified individuals from our employee roster to assist with the completion of this engagement to deliver the final materials on time and within budget. We do not anticipate staffing changes during the course of the project, however, should the situation arise, any change in team members will be discussed and approved in concert with the City prior to the change being made.

It is important to note that Mr. Parker and Ms. Hollis have been with Willdan for over 12 years, ensuring the City of Pompano Beach of continuity and dedication in staffing during the completion of the

Resumes

Resumes for each proposed team member have been provided on the pages that follow.



Daryll B. Parker, MBA

Principal-in-Charge / Water and Wastewater Project Manager

32 Years of Experience

Areas of Expertise

- Rate & Cost-of-Service Studies
- Rate Design
- Dynamic Computer Modeling
- Impact/Connection Fee Studies
- Revenue Bond Feasibility Reports
- Capital & Financial Planning
- Acquisitions & Mergers
- Valuation Studies

Presentations/Training

"Long Term Capital & Financial Planning for Public Utility Systems," EUCI Training Course

"System Development Fees Case Study," presented at the North Carolina Government Finance Officers Association Conference

"Utility Rate Studies & Rate Surveys," presented at the South Carolina Utility Billing Association Annual Meeting

"Getting Ready for Wall Street," presented at the South Carolina Environmental Conference

"The Reclaimed Water Pricing Paradox," presented at the North Carolina AWWA/WEA Water Reuse Seminar

Education

MBA - University of Florida

BSBA - University of Florida

Mr. Parker is a Vice President with Willdan Financial Services and has more than 32 years of water and wastewater utility rate, financial, economic, and capital planning experience. He resides in the firm's Orlando, Florida office and his expertise includes rate and cost-of-service studies, wholesale rates, system development/impact fee studies, capital planning, debt issuance support, and regionalization studies.

Rate & Cost-of-Service Studies – Mr. Parker has extensive experience with water and wastewater rate and cost-of-service analysis, having *prosecuted more than 350 studies*. Such studies generally require developing revenue requirements, performing budget analyses, customer and usage analyses and cost-of-service allocations, preparing the financing plan for the capital improvement program, developing user rates to meet client goals and objectives, and creating a dynamic "dashboard driven" model. It should be noted that Mr. Parker has *prosecuted over 100 impact/connection fee studies* throughout the course of his career.

Management Consulting – Mr. Parker has been involved with many different facets of management consulting for water and wastewater utility systems including strategic planning, assisting with rate and regulatory matters, analyzing capital funding alternatives and instituting financial mechanisms to provide for sufficient and equitable recovery of operating and capital costs.

Dynamic "Dashboard Driven" Modeling – Mr. Parker has extensive experience developing "custom" Microsoft Excel rate models that are user-friendly, apply easy navigational aids and include a dynamic dashboard tool that supports unlimited "what-if" analyses. Separate dashboard functionality is developed for each utility system, as well as for the combined enterprise system (if applicable). The dashboard tool is especially useful in explaining rate options to elected officials, utility advisory boards and members of the public. In addition, the dashboard has interactive graphics, the ability to produce a series of reports as inputs are changed, and the ability to produce financial measures and ratios. It also includes the ability to show alternative pricing structures (uniform versus tiered rates), scenarios/sensitivity analysis post-study, and fiscal budget submissions including rate proposals.

Revenue Bonds, Feasibility Analyses and Capital Funding – Mr. Parker has been involved in the preparation of Financial Feasibility Reports (for inclusion in the Official Statement offering document) in *support of more than \$1.5 billion of long-term indebtedness*. He has also made presentations to local government commissions, rating agencies and bond insurers (i.e., Moody's, Standard & Poor's, Fitch, Ambac, FSA, etc.).



Jason Gray, MPSA

Organizational Structure Project Manager

26 Years of Experience

Areas of Expertise

- *Executive-level reporting*
- *Data storytelling to enhance decision support*
- *Strategic Planning*
- *Financial Forecasting*
- *Economic Impact Analysis*
- *Economic Development Negotiations*
- *Financial Impacts of Municipal Growth*
- *Bond Rating Optimization*
- *Expert Witness Testimony*

Education

MPSA - Texas A&M University

BSBA - Minnesota State University

Mr. Gray maintains 26 years of combined city staff and municipal consulting experience. With extensive knowledge developed over his tenure in an array of communities, he is well versed in the issues facing local governments. Upon his departure from public service, Mr. Gray continues to support cities, counties, and agencies as a Vice President and Managing Principal with Willdan Financial Services and previously as President and CEO of the J^DGray Group, which he founded to continue his dedication to seeing local governments thrive.

Mr. Gray has led over 170 municipal projects ranging from governing body workshop facilitations, city-wide strategic planning efforts, financial and economic impact analyses of growth and development, utility rate studies, long-term financial plans, as well as designing and delivering servant-leadership development programs.

- **Lancaster County, North Carolina | Strategic Plan Development** | Developed County-wide Vision, Mission, Strategic Focus Areas, Objectives, and Goals for the high growth and high redevelopment environment of Lancaster County. Facilitated significant community engagement through community surveys, stakeholder meetings, and interactive presentations.
- **Missouri City, Texas | Strategic Plan Development** | Aligned focus areas, goals, objectives, and measures from a myriad of separate plans into a comprehensive strategic plan and execution guide
- **Bismarck, North Dakota | Strategic Plan Update** | Included over 7% of the community participating in an enhanced community engagement effort
- **Argyle, Texas | Strategic Plan Development** | Outer-ring suburban/rural community intending to manage growth within its vision
- **Pilot Point, Texas | Visioning Session Facilitator** | Rural community seeking to clarify its vision and establish its culture
- **Hutto, Texas | Strategic Plan Development** | Community visioning, goal alignment, and execution processes and procedures for this fast growth, central Texas community
- **Hutto, Texas | Governance Workshop Facilitator** | Following on strategic planning work, conducted multiple workshops with City Council and appointed boards and commissions to align vision and clearly establish roles
- **Lakeland, Florida | Servant Leadership Development Program Design and Facilitation** | Developed and presented multi-day workshops for senior leaders focused on the principles and practices of servant leadership
- **North Texas Municipal Water District Member Cities | Solution Architect** | Led the analysis and executive facilitation for the restructuring of a multi-billion-gallon wholesale water rate, assisting thirteen member cities to compromise on a generational rate structure settlement



Tara L. Hollis, CPA, CVA, MBA

Stormwater Rate Study Project Manager

27 Years of Experience

Certifications

C.P.A. Florida, No. AC-0031100

Certified Valuation Analyst, No. 62585

Areas of Expertise

- Rate Studies
- Revenue Bonds
- Capital & Financial Planning
- Impact/Connection Fee Studies
- Valuations, Acquisitions & Mergers
- Assessment Programs
- Expert Witness Testimony
- Utility Optimization Services

Presentations

"Long Term Capital & Financial Planning for Public Utility Systems," EUCI Training Course

"Financial Forces Impacting Utility Systems," presented at the Growth and Infrastructure Consortium Conference in Florida

"Financial Sustainability as a Basis for Utility Management" presented at the South Carolina Rural Water Association Conference

"Financial Forces Impacting Small Utility Systems" presented at the AWWA Section Conference in Indiana

Education

MBA - University of Central Florida

BSBA - University of Central Florida

Ms. Hollis is a Principal Consultant with Willdan Financial Services and has more than 27 years of experience. She resides in the firm's Orlando, Florida office and has provided consulting services throughout the southeast and across the country including utility rate, financial, economic, and capital planning services for water, wastewater, stormwater, reclaimed water, refuse, and electric utility systems. She specializes in rate and cost-of-service studies, capital planning, feasibility and financial reports, debt structuring analyses for the issuance of utility indebtedness, non-ad valorem assessment programs, and valuation studies for mergers or acquisitions.

Rate & Cost-of-Service Studies – Ms. Hollis has extensive experience with utility rate and cost-of-service analysis, having *prosecuted more than 300 studies*. Such experience generally relates to performing budget analyses, customer and usage analyses, development of revenue requirements, cost-of-service allocations and sensitivity analyses related to the implementation of rate structures designed to promote desired usage characteristics. It should also be noted that Ms. Hollis has *prosecuted over 50 impact/connection fee studies* throughout the course of her career.

Revenue Bonds, Feasibility Analyses and Capital Funding – Ms. Hollis has been involved in the preparation of bond resolutions, official statement financial feasibility reports, certificates of compliance, additional bond test certificates, and other related documents *in support of \$1.75 billion of long-term indebtedness*. The funding proceeds have been utilized for such purposes as utility acquisitions, expansion of facilities and various other capital improvement needs. In addition, she has developed capital funding strategies utilizing various combinations of bonds, bank loans, government assistance loans (i.e., State Revolving Funds) and grants. She also has extensive experience related to reviewing and analyzing compliance with bond covenant requirements and contractual obligations.

Utility System Valuations – Ms. Hollis has *conducted over 250 valuation studies* using various techniques including the cost approach, income approach, and comparable sales approach for water, wastewater, and electric utility systems. She has developed detailed financial forecasts and cash flow models to be used in utility acquisition assistance including contract negotiations, transitional, transactional, and financial feasibility analysis. Additionally, Ms. Hollis is a Certified Valuation Analyst, designated by the National Association of Certified Valuators and Analysts.

Non-Ad Valorem Assessment Programs – Ms. Hollis has extensive experience in the development of non-ad valorem assessment programs including streetlights, fire, stormwater, navigation maintenance, and utility system undergrounding. In addition to establishing the assessment district and developing the assessment methodology, Ms. Hollis has been involved with the calculation of special taxes and assessments, submittal of annual levies, and special fund auditing.



Ron Stein, PE

Development Services Project Manager

14 Years of Experience

Certifications

Civil Engineer, Florida No. 102206

Civil Engineer, California No. 86877

ENV SP, Institute for Sustainable Infrastructure No. 56028

Qualified SWPPP Developer, No. 86877

Areas of Expertise

- Civil Engineering
- Stormwater Management
- Utility Analysis
- Development Services;
- Permitting,
- Sewer & Water Design

Affiliations

American Public Works Association

Institute for Sustainable Infrastructure

Florida Engineering Society

Education

BS, Civil Engineering,
Florida State University Tallahassee, FL

Mr. Stein offers expertise as a project manager, civil engineer, and quality assurance plan reviewer for various municipalities. He has led public works and land development engineering teams engaged in the design of projects encompassing storm drains, grading, erosion control, street improvements, striping, MOT, and utilities. Ron possesses a strong background with a broad expanse of project types encompassing residential and commercial developments, healthcare facilities, universities, stadiums, solar farms, warehouses, and naval facilities. He brings valuable public works experience from his three years with the Florida Department of Transportation, where he rotated through every office of the department and acquired a strong, diverse technical foundation.

Relevant Project Experience

Project Administrator, FDOT. PE Trainee. Rotated through all engineering and operations offices of FDOT including PD&E, Roadway Design, Structures Design, CADD, Construction, Maintenance, Materials, Budget, Work Program and Safety. As a project administrator I worked on multiple projects throughout the state of Florida including the I-275 / Selmon Expressway Post-Tensioned Bridge Construction in Tampa, FL, Highway Lighting project installing 35 Light Poles for Manatee County, Sidewalk improvement project through the City of Sarasota and updating the standard plans for the Central Office in Tallahassee, FL. This experience gives me a thorough understanding of FDOT standards.

On-Call Plan Check Services, Various Cities. Project Manager. Willdan provides plan checking services for all improvement plans including residential subdivision review, private developments, public street improvement plans, traffic plans, and grading operations. Willdan is also tasked with providing all map reviews and works in the function as the acting City Surveyor for these reviews. Willdan also reviews all technical design reports associated with the improvement plans including hydrology, utilities, SWPPP, WQMP and sediment control plans.

- | | | |
|--------------------------|----------------------------|------------------------------|
| ▪ County of Pinellas, FL | ▪ City of Los Alamitos, CA | ▪ City of Rialto, CA |
| ▪ City of Groveland, FL | ▪ City of Paramount, CA | ▪ City of San Bernardino, CA |
| ▪ City of Mascotte, FL | ▪ City of Pomona, CA | ▪ City of Sierra Madre, CA |
| ▪ City of La Habra, CA | ▪ City of Upland, CA | ▪ County of Orange, CA |

Marloma Preliminary Study, City of Rolling Hills Estates, CA. Willdan will create a preliminary sewer study for the Marloma Neighborhood to allow the creation of a special district for sewer to convert the neighborhood's septic tanks into a sewage collection system. Willdan will perform an aerial survey and ROW mapping to collect the necessary data. Willdan will perform a geotechnical exploration to investigate soil conditions. Willdan will perform sewer capacity calculations and explore the best alignment for the sewer system. Willdan will create a budgetary cost estimate for the project. Willdan will collect all of this data into a Preliminary Sewer study and present.



Tiffany Sturms, MSA

Project Analyst

6 Years of Experience

Areas of Expertise

- *Utility Rate Studies*
- *Impact/Capacity Fee Studies*
- *User Fee Studies*
- *Utility Valuations*
- *Revenue Bonds*
- *Assessment Programs*
- *Financing and Valuation Analysis*
- *Risk Management*

Education

BS/ACC -Indiana Wesleyan University

MSA - Indiana Wesleyan University

Ms. Sturms is a Senior Project Analyst within Willdan's Financial Consulting Services group and resides in the firm's Orlando, Florida office. Her focal purpose is to assist principal consultants with utility rate and user fee studies, assessments/non-ad valorem studies, and other financial analyses. She is proficient with Microsoft Excel and has implemented vigorous analyses for a diversity of entities, including cities, counties, public service districts, and investor-owned utilities. Prior to Willdan, Ms. Sturms worked as a state tax auditor for 4 years, which included sales, employer withholding, use tax and refund audits. Ms. Sturms has conducted an eclectic assortment of financial engagements, strategic analysis and recommendations, financing, and valuation analyses. Delineated below is Ms. Sturms's pertinent project experience.

Utility Rate Studies

- Bay Laurel Center CDD (Water, Sewer & Reclaimed Rate Study and Misc. Charges)
- City of Oviedo (Water, Sewer, Reclaimed, and Stormwater Rate Studies)
- Town of Mount Pleasant, SC (Stormwater Rate Study)
- Starr-Iva Water & Sewer District (Water Rate Study)
- City of Fort Mills, SC (Water & Sewer Rate Study)
- City of Calexico, CA (Water & Sewer Rate Study)
- City of West Columbia, SC (Water & Sewer Rate Study)
- City of Aiken, SC (Water, Sewer & Stormwater Rate Study)
- City of Hemet, CA (Water & Sewer Rate Study)
- City of Buellton, CA (Water & Sewer Rate Study)
- City of Orange City, FL (Water & Sewer Rate Study)
- City of Ormond Beach, FL (Water & Sewer Rate Study)
- Bella Collina CDD, FL (Water & Sewer Rate Study)
- City of South Daytona, FL (Water, Sewer & Stormwater Rate Study)
- City of Delray Beach, FL (Water & Sewer Rate Study)
- City of Brentwood, TN (Water & Sewer Rate Study)
- Town of Vienna, VA (Water & Sewer Rate Study)

Impact/Capacity Fee Studies

- City of Walterboro, SC (Water & Sewer Capacity Fee Study)
- City of Southport, NC (Water & Sewer SDF)
- City of Fort Mills, SC (Water & Sewer Capacity Fee Study)
- City of Belmont, NC (Water & Sewer SDF)
- City of York, SC (Water & Sewer Capacity Fee Study)
- City of Winnsboro, SC (Water & Sewer Capacity Fee Study)
- Town of Clover, SC (Water & Sewer Capacity Fee Study)
- Gaffney BPW, SC (Water & Sewer Capacity Fee Study)
- Franklin County, NC (Water & Sewer SDF)
- City of Jacksonville, NC (Water & Sewer SDF)
- Town of Hertford, NC (Water & Sewer SDF)
- Town of Selma, NC (Water & Sewer SDF)

Relevant Project Experience

References

Provided below are projects conducted on behalf of similar public Florida agencies, highlighting the breadth and depth of our team experience and knowledge. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to excellence.

Willdan Financial Services Relevant Project References		
Client	Project	Contact Information
Seminole County, FL	Water, Wastewater, and Reclaimed Water Rate Study and Solid Waste Rate Study	Carrie Grein, MAcc, CMA Senior Financial Division Manager Tel #: (407) 665-2148 Email: cgrein@seminolecountyfl.gov
City of Oviedo, FL	Comprehensive Utility Rate and Financial Services	Jerry Boop Finance Director Tel #: (407) 971-5544 Email: jboop@Cityofoviedo.net
City of South Daytona, FL	Water and Wastewater Rate Study and Stormwater Study	Jason Oliva Finance Director Tel #: (386) 322-3063 Email: joliva@southdaytona.org
City of DeLand, FL	Stormwater Fee Study	Brandi Weaver Customer Service Manager Tel #: (386) 626-7051 Email: weaverb@deland.org
City of Delray Beach, FL	Water and Wastewater Rate Study	Hassan Hadjimiry, P.E. Utilities Director Tel #: (561) 243-7303 Email: hadjimiryh@mydelraybeach.com
Bay Laurel Center Community Development District; Ocala, FL	Comprehensive Utility Rate, Valuation, and Financial Services	Crystal House Office Manager Tel #: (352) 414-5454, ext. 4100 Email: crystal_house@blcdd.com
Lancaster County, SC	County-Wide Strategic Plan	Dennis Marstall Former County Manager (Current City Manager for Wichita, KS) Tel # (316) 268-4351 Email: dmarstall@wichita.gov

Fees

Utilities Rate, Financial Planning, and Organizational Services

The fees charged by Willdan are reflective of our belief and commitment to providing high quality, cost-effective consulting services to our clients. We have adopted a billing philosophy whereby out-of-pocket costs such as reproduction, printing, postage, shipping, telephone, and travel are considered part of the project and are included in the proposed fees. This is accomplished by utilizing a fixed fee approach based on a defined scope of services and not requesting change orders or budget amendments unless additional services are requested by the City.

Hourly Rates

Provided below is Willdan's hourly rate table identifying current hourly rates for additional or optional services.

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President / Director		\$310
Vice President / Managing Principal	Daryll Parker	\$300
Vice President / Managing Principal	Jason Gray	\$300
Deputy Director / Engineer	Ron Stein	\$275
Principal Consultant	Tara Hollis	\$270
Senior Project Manager		\$250
Project Manager		\$210
Senior Project Analyst	Tiffany Sturms	\$150
Senior Analyst		\$135
Analyst II		\$120
Analyst I		\$110

Notes

- City will be invoiced on a monthly percentage completion basis. Invoices will include a description of services, as well as a summary of costs to date by task.
- The City shall reimburse all direct out-of-pocket expenses incurred in connection with the services, including but not limited to travel, which will be invoiced to the City monthly.
- We will perform additional tasks, outside our scope of services, as requested and authorized by City for an additional fee.
- Willdan will rely on the validity and accuracy of City's data and documentation to complete our analyses. Willdan will rely on the data (water/sewer customer billing data, etc.) as being accurate without performing an independent verification of accuracy, and we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time, and attorneys' fees, to respond to the legal process of any agency relating to City or relating to this project. Reimbursement shall be at Willdan's rates in effect at the time of such response.



200 South Orange Avenue, Ste 1550
Orlando, Florida 32801
800.755.6864 | Fax: 888.326.6864
www.willdan.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

WILLDAN FINANCIAL SERVICES, INC.

Cross Reference Name

MUNIFINANCIAL, INC.

Filing Information

Document Number	F03000006225
FEI/EIN Number	33-0302345
Date Filed	12/15/2003
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Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/13/2008
Event Effective Date	NONE

Principal Address

27368 Via Industria
Suite 200
Temecula, CA 92590-4856

Changed: 02/26/2026

Mailing Address

2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Changed: 02/26/2026

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
FORT LAUDERDALE, FL 33324

Name Changed: 06/07/2004

Address Changed: 06/07/2004

Officer/Director Detail

Name & Address

Title Assistant Secretary

Smith, Rebekah
27368 Via Industria
Suite 200
Temecula, CA 92590-4856

Title President / CEO

Risco, Mark J.
27368 Via Industria
Suite 200
Temecula, CA 92590-4856

Title Secretary

Nguyen, Kate
27368 Via Industria
Suite 200
Temecula, CA 92590-4856

Title Treasurer / CFO

Early, Creighton K.
27368 Via Industria
Suite 200
Temecula, CA 92590-4856

Title Director

Bieber, Michael A.
27368 Via Industria
Suite 200
Temecula, CA 92590-4856

Annual Reports

Report Year	Filed Date
2024	04/05/2024
2025	03/24/2025
2026	02/26/2026

Document Images

02/26/2026 -- ANNUAL REPORT	View image in PDF format
03/24/2025 -- ANNUAL REPORT	View image in PDF format
04/05/2024 -- ANNUAL REPORT	View image in PDF format
03/02/2023 -- ANNUAL REPORT	View image in PDF format
04/11/2022 -- ANNUAL REPORT	View image in PDF format
04/25/2021 -- ANNUAL REPORT	View image in PDF format
05/28/2020 -- ANNUAL REPORT	View image in PDF format

03/23/2019 -- ANNUAL REPORT	View image in PDF format
04/02/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
04/01/2014 -- ANNUAL REPORT	View image in PDF format
01/23/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/25/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
02/11/2009 -- ANNUAL REPORT	View image in PDF format
06/13/2008 -- Name Change	View image in PDF format
03/05/2008 -- ANNUAL REPORT	View image in PDF format
06/15/2007 -- ANNUAL REPORT	View image in PDF format
10/18/2006 -- REINSTATEMENT	View image in PDF format
07/13/2005 -- ANNUAL REPORT	View image in PDF format
06/07/2004 -- ANNUAL REPORT	View image in PDF format
12/15/2003 -- Foreign Profit	View image in PDF format

Exhibit C – Cover Page

Insurance Requirements

Insurance

INSURANCE REQUIREMENTS :

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX_ comprehensive form	bodily injury and property damage
XX_ premises - operations	bodily injury and property damage
_ explosion & collapse hazard	
_ underground hazard	
XX_ products/completed operations hazard	bodily injury and property damage combined
XX_ contractual insurance	bodily injury and property damage combined
XX_ broad form property damage	bodily injury and property damage combined
XX_ independent contractors	personal injury
XX_ personal injury	
XX_ CG2010	ongoing operations (or its' equivalent)
XX_ CG 2037	completed operations (or its' equivalent)
_ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

☒

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

☐

Minimum \$10,000/\$20,000/\$10,000
(Florida's Minimum Coverage)

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

XX_ umbrella (Drop Down).	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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ENVIRONMENTAL/POLLUTION LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
---	--	-------------	-------------

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX_ Policy to be written on a claims made basis		\$2,000,000	\$2,000,000
---	--	-------------	-------------

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis		\$3,000,000	\$3,000,000
---	--	-------------	-------------

___ Network Security / Privacy Liability

___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

___ Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)

___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
---	--	-------------	-------------

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.



CERTIFICATE OF LIABILITY INSURANCE

11/9/2026

DATE (MM/DD/YYYY)

6/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Allied World Surplus Lines Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1511959 Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590	NAIC # 25674 24319

COVERAGES**CERTIFICATE NUMBER:** 23638985**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Emp. Benefits Liab. ☒ Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	P-630-A1178471-TIL-25	11/9/2025	11/9/2026 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	810-A1161741-25-43-G	11/9/2025	11/9/2026 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE	Y	Y	CUP-8Y112115-25-43	11/9/2025	11/9/2026 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB-8Y032268-25-43-G	11/9/2025	11/9/2026 X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liab - Arc/Eng	N	N	0313-5950	11/9/2025	11/9/2026 Per Claim:\$2,000,000 Aggregate:\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Financial Consulting Services. The City of Pompano Beach is included as Additional Insured in accordance with the provisions of the General Liability and Umbrella Liability policies, including with respect to liability arising out of Contractor's ongoing and completed operations and Automobile Liability policy, if required by written contract. A Waiver of Subrogation is granted in favor of The City of Pompano Beach, its officers, employees and agents for each required policy in accordance with the provisions of the General Liability, Automobile Liability, Workers Compensation, Umbrella Liability policies. ** See Next Page **

CERTIFICATE HOLDER**CANCELLATION** See Attachments**23638985**

The City of Pompano Beach
Attn: Mondy Clause
Utilities Business Operations Analyst
100 West Atlantic Blvd
Pompano Beach, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

11/9/2026

DATE (MM/DD/YYYY)

6/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Allied World Surplus Lines Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1511959 Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590	NAIC # 25674 24319

COVERAGES **CERTIFICATE NUMBER:** 23638985 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Emp. Benefits Liab. ☒ Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	P-630-A1178471-TIL-25	11/9/2025	11/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	810-A1161741-25-43-G	11/9/2025	11/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	CUP-8Y112115-25-43	11/9/2025	11/9/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB-8Y032268-25-43-G	11/9/2025	11/9/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liab - Arc/Eng	N	N	0313-5950	11/9/2025	11/9/2026	Per Claim:\$2,000,000 Aggregate:\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Financial Consulting Services. The City of Pompano Beach is included as Additional Insured in accordance with the provisions of the General Liability and Umbrella Liability policies, including with respect to liability arising out of Contractor's ongoing and completed operations and Automobile Liability policy, if required by written contract. A Waiver of Subrogation is granted in favor of The City of Pompano Beach, its officers, employees and agents for each required policy in accordance with the provisions of the General Liability, Automobile Liability, Workers Compensation, Umbrella Liability policies. ** See Next Page **

CERTIFICATE HOLDER 23638985 The City of Pompano Beach Attn: Mondy Clause Utilities Business Operations Analyst 100 West Atlantic Blvd Pompano Beach, FL 33060	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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