



September 19, 2018

Mr. Mark R. Lauzier
City Manager
City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444

Re: Fire Assessment Study – Proposed Agreement

Dear Mr. Lauzier:

As requested, I have prepared this proposed Agreement for the above FY 2019 Fire Assessment Study (Study) to develop a Fire Assessment Program for the City. The following sections present our proposed approach to the Study and our estimated fees for conducting the Study.

Scope of Work

Work Element 1 - Develop Preliminary Fire Assessments – This work element includes the development of a ten-year financial plan for the fire department, development of fire assessment rates by property class, development of fire assessments for each parcel, presentation of the preliminary results to City staff and Commission. It is anticipated that this work element will be completed in the fall of 2018 prior to the City's consideration of adoption of a Resolution of Intent to use the uniform method of collection if the City ultimately decides to move forward and adopts a Fire Assessment prior to September 15, 2019.

Work Element 2 - Finalize Fire Assessments and Provide Implementation Assistance – This work element will only be completed if the City adopts a Resolution of Intent to use the uniform method of collection on or before December 31, 2018 and the City decides to move forward to update the Study with current property data in June 2019 and conduct a Public Hearing to consider adoption of the Fire Assessment Program. In that case, during this work element we will update property data from the Palm Beach County Property Appraiser, prepare a final assessment roll, present the final results to the City Commission and prepare a Final Report of the Study. We will also provide implementation assistance as detailed in the attached Project Work Plan and Fee



Estimate Schedule (Schedule), to include preparation and First Class mailing of a Notice of Hearing.

Fee Proposal

I have prepared a detailed Project Work Plan and Cost Estimate Schedule (Schedule), which is attached and a Fee Summary by Work Element is presented below. Please note that the fees herein include a 5% discount in recognition of our desire to assist the City in dealing with the financial challenges facing local government today.

WORK ELEMENTS	Exclusive of First Class Mailing of Notices of Hearing	First Class Mailing of Notices of Hearing (1)	Inclusive of First Class Mailing of Notices of Hearing
WORK ELEMENT 1: DEVELOP PRELIMINARY FIRE ASSESSMENTS	\$23,613	na	\$23,613
WORK ELEMENT 2: FINALIZE FIRE ASSESSMENTS AND PROVIDE IMPLEMENTATION ASSISTANCE	\$21,380	\$28,050	\$49,430
TOTAL PROJECT	\$44,993		\$73,043

(1) First Class mailing of Notices of Hearing will be a pass through of costs of the mailing contractor that will assist with the mailing, is not a part of our proposed Agreement and is shown for information only.

Schedule

We can begin work on this assignment immediately and estimate that Work Element 1 can be completed within 90 days and if Work Element 2 is authorized, it can be completed with sufficient time for the City to conduct a public hearing to consider adoption of the Assessment Program on or before September 15, 2019, which is the statutory deadline for adoption.

Conclusion

We appreciate the opportunity to present this proposed Agreement and look forward to working with you on this assignment. If the terms of this Proposed Agreement and the attached Terms and Conditions are acceptable to the City, please affix the appropriate signature on the following page and return a copy to me for our files. A facsimile copy will be fine. If you have any questions, please do not hesitate to call me at (904) 923-1466.

Very truly yours,



Michael E. Burton

Vice President, Financial Services



The City agrees to approve a contract amount for the scope of work described herein, of \$44,993, which is exclusive of the cost of the First Class Mailing of Notice of Hearing.

Approval of this Agreement will authorize us to proceed with Work Element 1, shown below. We will only proceed with Work Element 2, shown below, upon receipt of a Notice to Proceed with Work Element 2 from the City upon completion of Work Element 1.

Work Element 1 – Develop Preliminary Fire Assessments – **\$23,613** Fixed Fee (Inclusive of Out-of-Pocket Expenses)

Work Element 2 – Exclude cost of First Class Mailing of Notices of Hearing (responsibility of the City) - **\$21,380** Fixed Fee (Inclusive of Out-of-Pocket Expenses)

Cost of First Class Mailing – Not included in the scope of this Agreement. Estimated costs are shown for information only.

Accepted by the City of Delray Beach, FL:	Accepted by Stantec Consulting Services, Inc.
	
<i>Signature</i>	<i>Signature</i>
<i>Title</i>	Vice President <i>Title</i>
<i>Date</i>	9/19/18 <i>Date</i>





City of Delray Beach

Fire Assessment Fee Development

Project Work Plan & Cost Estimate Schedule



Project Tasks		Estimated Consulting Hours				Total Project
		Project Principal	Project Manager	Project Analyst	Admin	
Hourly Rates ---->		\$329	\$224	\$177	\$94	
WORK ELEMENT 1: DEVELOP PRELIMINARY FIRE ASSESSMENTS						
Task 1	<u>Initiate the Project</u>					
1.1	Conduct Project Kick-Off Conference Call to Validate Project Objectives, Determine Project Schedule Milestones, Project Responsibilities and Data Requirements and Project Set-up	1	1	1	3	6
1.2	Evaluate implementation and billing options.					
a.	Evaluate implementation and billing options to include adoption as an assessment under Florida Statutes Chapter 197 or Chapter 170.	0.5	1	0	0	1.5
b.	Develop a schedule for adoption and implementation of the Fire/Rescue Assessment Program that will meet the City's objectives while complying with Florida Statutes.	0.5	1	0	0	1.5
1.3	Prepare Project Schedule with Key Milestones and Responsibilities to include the adoption and implementation schedule developed in the prior subtask.	0	1	0	0	1
Task 2	<u>Develop Fire Service Assessments and a Ten-Year Financial Plan for the Provision of Fire Services</u>					
2.1	Identify Cost Apportionment Methodology and Assessment Rate Structure to be Used and Collect and Compile Required Data to Calculate a Schedule of Fire Service Assessment Rates					
a.	Determine Fire Service area, and evaluate service configuration.	0	1	0	0	1
b.	Review alternative cost apportionment methodologies and assessment rate structures with City staff to confirm the cost apportionment methodology and assessment rate structure to be used in the development of the Fire Service Assessment Program (Calls-for-Service Method vs Availability Method).	2	2	2	0	6
c.	Collect and review required property data from the Palm Beach County Property Appraiser. Data to be provided in electronic form.	0	0	2	0	2
d.	Compile property data into a form usable for the development of the Fire Service Assessments.	0	2	4	0	6
e.	If the Calls-for-Service method is chosen in Task 2.1.b, collect and compile calls-for-service data into a form usable for the development of the Fire Service Assessments; or, if the Availability Method is chosen in Task 2.1.b develop allocation to assessment tiers for Availability Method.	0	2	6	0	8
f.	Collect required cost of service information from City staff.	0	0	2	0	2
g.	Compile cost of service data into a form usable for the development of the Fire Service Assessments.	0	1	4	0	5



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Hourly Rates ---->		\$329	\$224	\$177	\$94	
2.2	Develop Ten-Year Fire Service Financial Plan and Preliminary Fire Service Assessments.					
a.	Initialize our Financial Analysis and Management System (FAMS©) model with the data compiled in Task 2.1, run the model and produce preliminary output, including 1) allocation of costs to fire and EMS, 2) allocation of fire costs to service benefit and watch-standing benefit, 3) the Fire Service Assessment per equivalent residential unit (ERU) in year one of the forecast period, and 3) a ten year financial management program that will include the following:					
	o Fire Service Assessment per ERU and a schedule of Fire Service Assessments by property class.	1	4	8	0	13
	o Capital Improvements Program					
	- Project listing by year					
	- Optimum funding source by project by year					
	o Borrowing Program					
	- Borrowing required (by source) to fund CIP projects not funded by other sources to include short term financing for short lived assets such as rolling stock and long term financing for long lived assets such as fire stations.					
	- Timing of borrowing(s)/loan(s) to provide required borrowed funds					
	- Annual debt service (principal and interest) of borrowings(s)/loan(s)					
	o Revenue Sufficiency Analysis					
	- Annual revenue projections					
	- Annual Fire Service Assessment adjustment plan to provide sufficient revenues over the forecast period.					
	o Sources and Uses of Funds Analysis					
	o Funds Analysis					
	- Spend down limits (minimum reserve requirements) by fund					
	- Beginning and ending funds balances by fund by year					
	o Comparative survey of other Fire Service Fees/Assessments					
b.	Review preliminary output.	0	1	2	0	3
c.	Make adjustments and re-run FAMS©.	0	2	4	0	6
d.	Prepare scenarios for interactive review session with City staff.	0	1	2	0	3
e.	Conduct an interactive review session with City staff to review the preliminary results of the Fire Service Assessment calculations and the ten year projection of the sufficiency of revenues for the provision of Fire Services.	4	4	4	0	12
f.	Make adjustments based upon input from City staff.	0	1	4	0	5
g.	Conduct an interactive review session with City staff via internet conference to review the adjusted results of the Fire Service Assessment calculations and the ten year projection of the sufficiency of revenues for the provision of Fire Services and make any final adjustments.	2	2	2	0	6



City of Delray Beach
Fire Assessment Fee Development
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Project Tasks		Estimated Consulting Hours				Total Project
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Hourly Rates ---->		\$329	\$224	\$177	\$94	
2.3	Prepare Fire Service Assessment Roll					
a.	Prepare an initial draft of the preliminary Fire Service Assessment roll based upon property data from the Palm Beach County Property Appraiser and the results of the Study.	0	1	3	0	4
b.	Review draft of the preliminary Fire Assessment roll with City staff in an interactive work session via internet conference.	0	2	2	2	6
c.	Make adjustments to the preliminary Fire Service Assessment roll based upon input from City staff.	1	1	4	0	6
d.	Produce the final, preliminary Fire Service Assessment roll.	0	1	2	0	3
2.4	Review Preliminary Fire Service Assessment Results with City Management and Commission					
a.	Prepare a presentation of the preliminary Fire Service Assessment results.	0	1	2	0	3
b.	Present the preliminary Fire Service Assessment results to City Management and the City Commission in a work shop meeting.	0	4	4	4	12
c.	Make adjustments as required based upon input from City Management and the City Commission.	0	1	2	0	3
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 1		12	38	66	9	125
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 1		\$3,948	\$8,512	\$11,682	\$846	\$24,988
ESTIMATED EXPENSES - WORK ELEMENT 1						\$1,249
TOTAL ESTIMATED CHARGES - WORK ELEMENT 1						\$26,237
LESS: DISCOUNT @ 10%						(\$2,624)
TOTAL ESTIMATED CHARGES - WORK ELEMENT 1						\$23,613
WORK ELEMENT 2: FINALIZE FIRE ASSESSMENTS AND PROVIDE IMPLEMENTATION ASSISTANCE						
Task 3	Update Prepare Fire Service Assessment Roll					
3.1	Obtain most current property data from the Palm Beach County Property Appraiser and prepare the final Fire Service Assessment roll based upon property data from the Palm Beach County Property Appraiser and the results of the Study.	0	2	12	0	14
3.2	Review the Final Fire Assessment roll with City staff in an interactive work session.	0	2	2	0	4
3.3	Make adjustments to the Final Fire Service Assessment roll based upon input from City staff.	0	2	4	0	6
3.4	Produce the Final Fire Service Assessment roll.	0	1	2	0	3
3.5	Present the preliminary Fire Service Assessment results to City Management and the City Commission in a work shop meeting.	0	4	4	0	8
3.6	Make adjustments as required based upon input from City Management and the City Commission and produce the Final Assessment Roll.	0	1	2	0	3
3.7	Prepare and Present a Report of the Results of the Fire Service Assessment Study					
a.	Prepare a Draft Report.	1	2	8	1	12
b.	Review the Draft Report with City staff via internet conference .	2	2	0	0	4
c.	Prepare the Final Report.	1	1	2	2	6
d.	Present the Final Report to the City Commission.	0	4	4	0	8



City of Delray Beach
Fire Assessment Fee Development
Project Work Plan & Cost Estimate Schedule



Project Tasks		Estimated Consulting Hours				Total Project
		Project Principal	Project Manager	Project Analyst	Admin	
Hourly Rates --->		\$329	\$224	\$177	\$94	
Task 4 Provide Implementation Assistance						
4.1	Assist in the Preparation of an Ordinance for Adoption of the Proposed Fire Service Assessments.					
a.	Conduct a conference call with the City staff and the City Attorney to discuss the Resolution and Ordinance and to provide the City Attorney with the required information and schedules of Fire Service Assessments for inclusion in the Resolution/Ordinance.	1	1	0	0	3
b.	City Attorney to prepare Preliminary Resolution and draft Ordinance.	NA	NA	NA	NA	NA
c.	Review Preliminary Resolution and Draft Ordinance and prepare comments.	1	1	0	0	6
d.	Review comments regarding the Preliminary Resolution and draft Ordinance via a conference call with City staff and the City Attorney.	1	1	0	0	4
e.	City Attorney to prepare Final Resolution and Ordinance.	NA	NA	NA	NA	NA
Task 5 Assist with First Class Mailing of Notices of Hearing						
5.1	Prepare draft First Class Mail notice					
a.	Prepare draft of first class mail notice	0	1	2	0	3
b.	Prepare final first class mail notice based upon input from Counsel and staff.	0	0	1	2	3
c.	Assist mail contractor with mail merge for assessment roll with first class mail letter and notice.	0	2	4	2	8
d.	Validate correctness of mail merge from samples provided by mail contractor.	0	1	4	0	5
5.2	Attend Two (2) Public Hearings for Adoption of the Fire Service Assessments.					
a.	Prepare for the public hearing.	0	1	2	0	3
b.	Attend first public hearing for adoption of the Preliminary Resolution for the proposed Fire Service	0	4	4	0	8
c.	Prepare for the public hearing.	0	1	2	0	3
d.	Attend final public hearing for adoption of the Final Resolution and Ordinance for the proposed Fire Service Assessments.	0	4	4	0	8
5.3	Provide other Implementation Assistance as Required.	--- At Standard Hourly Rates ---				
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 2		7	38	63	7	122
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 2		\$2,303	\$8,512	\$11,151	\$658	\$22,624
ESTIMATED OUT-OF-POCKET EXPENSES - WORK ELEMENT 2 (EXCLUSIVE OF FIRST CLASS NOTICE MAILING COSTS)						\$1,131
TOTAL ESTIMATED CHARGES - WORK ELEMENT 2 (EXCLUSIVE OF FIRST CLASS NOTICE MAILING COSTS)						\$23,755
LESS: DISCOUNT @ 10%						(\$2,376)
TOTAL ESTIMATED CHARGES - WORK ELEMENT 1						\$21,380



City of Delray Beach
Fire Assessment Fee Development
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Project Tasks	Estimated Consulting Hours				Total Project
	Project Principal	Project Manager	Project Analyst	Admin	
Hourly Rates ---->	\$329	\$224	\$177	\$94	
TOTAL PROJECT					
TOTAL ESTIMATED MAN-HOURS - TOTAL PROJECT	19	76	129	16	247
TOTAL ESTIMATED CONSULTING FEE - TOTAL PROJECT	\$6,251	\$17,024	\$22,833	\$1,504	\$47,612
OTHER ESTIMATED OUT-OF-POCKET ESTIMATED EXPENSES - TOTAL PROJECT (EXCLUSIVE OF FIRST CLASS NOTICE MAILING COSTS)					\$2,380
TOTAL PROPOSED PROJECT FEE (EXCLUSIVE OF FIRST CLASS NOTICE MAILING COSTS)					\$49,992
LESS: DISCOUNT @ 10%					(\$4,999)
TOTAL ESTIMATED CHARGES - WORK ELEMENT 1					\$44,993

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work

in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, the City Clerk, Katerri Johnson, CMC, 100 NW 1st Avenue, Delray Beach, FL 33444, (561) 243-7050, CityClerk@mydelraybeach.com