RESOLUTION NO. 17-02-10

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

WHEREAS, Islamorada, Village of Islands (the "Village") has previously retained the services of Raftelis Financial Consultants, Inc. ("RFC") to provide wastewater utility rate and financial operations consulting services; and

WHEREAS, the Village desires to enter into a Professional Services Agreement (the "Agreement") with RFC to provide services to develop and implement an Account Information System for the Village's Wastewater Utility at a not-to-exceed amount of Sixty-Eight Thousand Eight Hundred Seventy-Five and no/100 Dollars ($68,875.00), a copy of which is attached as Exhibit "A"; and

WHEREAS, the Village Council finds that authorizing a waiver of competitive bidding for these services, approval of a budget amendment and approval of the Agreement are in the best interest of the Village.

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

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

Section 2. **Approval of Agreement.** The Village Council hereby approves the Agreement between the Village and RFC attached as Exhibit "1" hereto, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

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

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

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

Section 7. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 16th day of February, 2017.

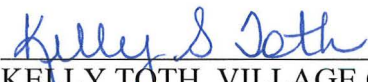Motion to adopt by Councilman Mike Forster, second by Councilwoman Deb Gillis.

FINAL VOTE AT ADOPTION

Mayor Jim Mooney	YES
Vice Mayor Chris Sante	YES
Councilman Mike Forster	YES
Councilwoman Deb Gillis	YES
Councilwoman Cheryl Meads	YES

_____

CHRIS SANTE, VICE MAYOR

ATTEST:

_____

KELLY TOTH, VILLAGE CLERK

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

_____

ROGET V. BRYAN, VILLAGE ATTORNEY

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

This **Professional Services Agreement** ("Agreement") is entered into this 27th day of Feb., 2017 (hereinafter referred to as the effective date of the Agreement) by and between Islamorada, Village of Islands, a Florida municipal corporation, (the "Client") and Raftelis Financial Consultants, Inc. ("RFC").

Preamble

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

WHEREAS, Client desires to hire RFC and RFC desires to provide services to the Client; and

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

Article 1. Statement of Work

RFC shall provide professional consulting services to assist the Client with development and implementation of an Account Information System (Tasks 3 through 7 of the Schedule at Attachment A):

Article 2. Time for Completion

This Agreement will commence upon execution by both parties and remain in effect through September 30, 2017. Any further extensions of this Agreement shall be at the option of both the Parties and shall be in writing and not to exceed a period of one hundred and eighty (180) days.

Article 3. Compensation

Client shall pay to RFC the sum not to exceed Sixty-Eight Thousand Eight Hundred Seventy-Five Dollars ($68,875.00) for services rendered hereunder, which includes professional fees and direct reimbursable expenses incurred in performing the scope of services, as outlined in Attachment A. The parties understand that this sum is based upon the scope of work contained herein at RFC's current fee schedule included in Attachment A. Any expansion of the scope of work by the Client shall involve the discussion of additional fees by both parties.

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

Article 4. Additional Services

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

Article 5. Place of Performance

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

Article 6. Indemnification

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

Article 7. Insurance

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

Commercial general liability insurance - $1,000,000 for each occurrence and $2,000,000 in the aggregate.
Comprehensive automobile liability insurance - $1,000,000 combined single limit each occurrence
Workers Compensation insurance - Statutory limits
Professional liability insurance - $1,000,000 in the aggregate
Excess or Umbrella Liability - $3,000,000 in the aggregate

Article 8. Confidential Information

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

Article 9. Independent Contractor Status

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

Article 10. Reliance on Data

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

Article 11. Opinions and Estimates

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

Article 12. No Consequential Damages

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

Article 13. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for convenience on thirty (30) days' notice to RFC, or (b) for cause, if RFC materially breaches this Agreement through no fault of Client and RFC neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after Client has given written notice of the alleged breach to RFC.

2. **By RFC** (a) for cause, if Client materially breaches this Agreement through no fault of RFC and Client neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after RFC has given written notice of the alleged breach to Client.

3.   **Payment upon Termination.** In the event of termination, RFC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. RFC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work.

Article 14. Notices

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

If for the Client:

Seth Lawless, Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

If for RFC:
Matt Jackson, Controller
~~Diane Adams, Chief Financial Officer~~
Raftelis Financial Consultants, Inc.
227 West Trade Street, Suite 1400
Charlotte, North Carolina 28202

Article 15. Compliance with Applicable Laws

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

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

Article 16. Records/Audits

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

The Client or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for three (3) years from the date of final payment or termination of this Agreement.
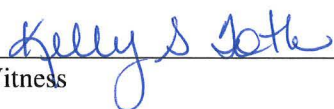
The Client shall have the right to immediately terminate this Agreement for the refusal by RFC to comply with Chapter 119, Florida Statutes, as applicable.
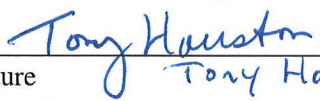
Article 17. General Provisions

A.   Entire
Agreement:

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

B.   Waiver:

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

C.   Relationship:

Nothing herein contained shall be construed to imply a joint venture,
partnership, or principal-agent relationship between RFC and the Client;
and neither Party shall have the right, power, or authority to obligate or
bind the other in any manner whatsoever, except as otherwise agreed to in
writing.

D.   Assignment

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

E.   Delegation:

Subject to the foregoing, this Agreement shall inure to the benefit of and
be binding upon the successors, legal representatives, and assignees of the
Parties hereto.

E.   Severability:

If any provision of this Agreement is declared invalid or unenforceable,
such provision shall be deemed modified to the extent necessary and
possible to render it valid and enforceable. In any event, the unenforceability or
invalidity of any provision shall not affect any other provision of this Agreement,
and this Agreement shall continue in force and effect, and be construed and
enforced, as if such provision had not been included, or had been modified as above
provided, as the case may be.

F.   Governing
Law:

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

G.   Paragraph
Headings:

The paragraph heading set forth in this Agreement are for the convenience
of the Parties, and in no way define, limit, or describe the scope or intent
of this Agreement and are to be given no legal effect.

H.   3rd Party Rights: Nothing in this Agreement shall be construed to create or confer any rights:
or interest to any third party or third party beneficiary. It is the intent of
the parties that no other outside, non-party claimant shall have any legal right to
enforce the terms of this Agreement.

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

ISLAMORADA, VILLAGE OF ISLANDS

By: _____
Signature

_____ Village Manager _____
Title

_____ 2/22/17 _____
Date

_____ Kelly S Toth _____
Witness

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____ Tony Hairston _____
Signature   Tony Hairston

_____ Senior Manager _____
Title

_____ 2/27/17 _____
Date

_____
Witness

Attachment A - RFC Scope of Services and Fee Schedule

(Tasks 1 and 2 already completed)

Task 1. Data and Systems Review

In order to place the new account information system within the context of the Village's greater utility billing and IT context, the creation of such a system should begin with a thorough review of other supporting systems. RFC has some familiarity with the data made available by FKAA via monthly reporting files as well as some information about the systems used by the Village's utility billing staff on a daily basis. It is recommended that a thorough review be conducted to assist with envisioning how the systems could be tied together in such a way that utility information is highly available and easily understandable through the new account information system. While this task is relatively small in terms of effort, it could drive some aspects of the design of the application as data availability and system interfaces are catalogued.

Task 2. Detailed Design and Requirements

Once the overall context of the account information tool has been established, RFC will collaborate with Village staff to develop the functional and technical requirements of the new system. RFC anticipates that the new tool will be developed as a custom application in Visual Studio using the C# programming language. This application will likely be set up to leverage the Village's current SQL Server database platform, and would be developed as a desktop application to be installed on users' local machines.

Beyond these anticipated technical requirements, RFC will develop detailed documentation on functional requirements concerning behaviors that the application should exhibit, what inputs and outputs exist for each behavior, and how each behavior will be tested. Input will be collected on what the user interface for the application should look like in the form of a user story. In this way, RFC and Village staff can plan the workings of the application and establish functionality before development begins. Design and planning often save a great deal of effort when it comes to application development as the programmers will know what needs to be accomplished and can execute their work without the need to refactor or add unexpected functionality. RFC will deliver detailed functional requirements documentation as part of this task and will expect to iterate with Village staff on these requirements until all parties are satisfied with the result before beginning application development.

Task 3. Prototype Development and Review

Once the design requirements have been established, RFC application development staff will create a rapid prototype of the new account information tool. This prototype will primarily demonstrate the user interface design of the application and may contain some of the desired functionality needed for demonstration purposes. RFC staff will demonstrate the prototype to Village staff and will solicit comments and suggestions on the application design. If major changes are suggested, RFC staff will update the prototype accordingly and will demonstrate it again, possibly via web meeting, as

Figure 1: Example of a User Interface Prototype

needed. After one or two iterations, the prototype will then represent the draft user interface of the application.

Task 4. Programming and Database Development
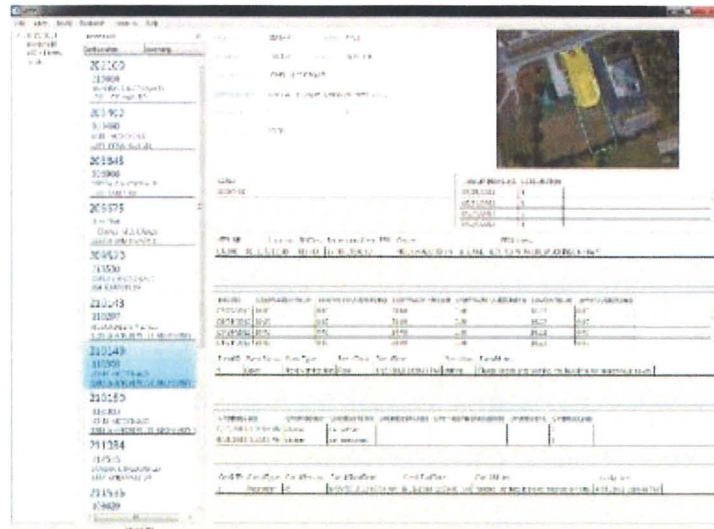
RFC application development staff will continue the design and development of the new account information tool by building upon the prototype using the functional requirements established in Task 2. Functional behaviors will be added to the application, connectivity to the Village's chosen database platform will be established, and the underlying database design for the application will be developed. The newly designed database will be developed initially on RFC servers and then transferred to a test or development environment at the Village. The updated database used for the redesign of the account information tool will be documented in the form of an enti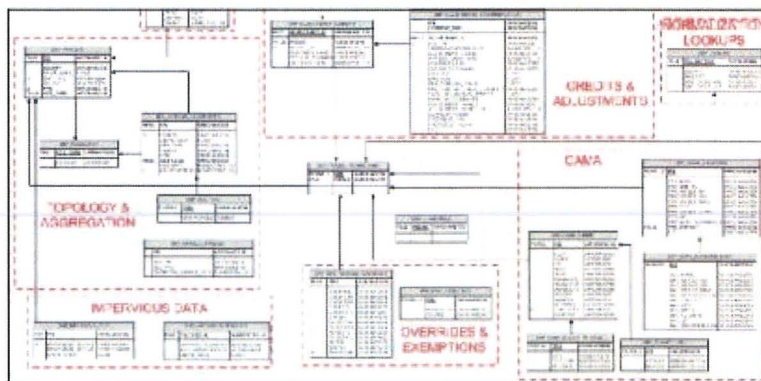ty relationship (ER) diagram detailing the relationships between tables, views, stored procedures, and any other database elements required for functionality in the application. This database will then be populated with test data to ensure that all functionality is accessing and updating the data as expected. Connectivity to other systems at the City or with third party billers will also be established during this task. All functional behaviors of the tool

Figure 2: Example of an Entity Relationship Diagram

will be rigorously tested to ensure quality control. RFC staff will likely demonstrate the application via web meeting on a regular basis to ensure that stakeholders and users have an opportunity to participate in the development process. Programming and database development will continue in this way until all functional requirements have been met by the application.

Task 5. Documentation and Training

Once the account information tool is nearing completion, RFC staff will develop user documentation and training materials covering the use and operation of the application. These materials will include a user manual demonstrating each feature and explaining all functionality in detail, as well as training materials and scenarios. RFC staff will host on-site training sessions on the application and will install a version of the application that references test data so that users can try the application without altering any
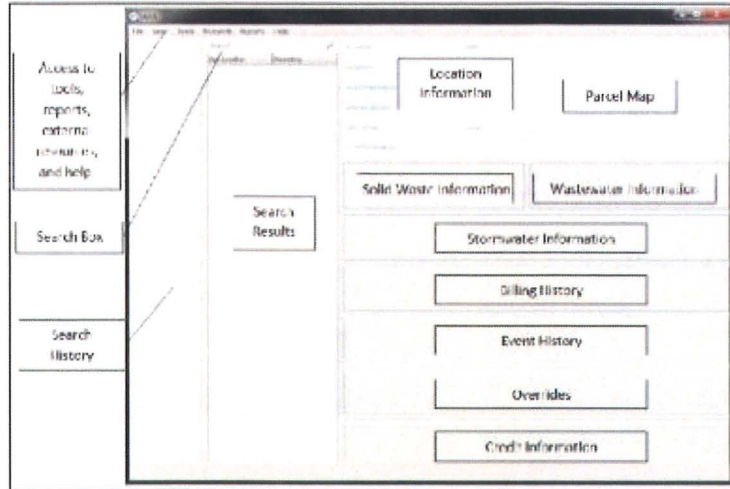

Figure 3: Example of User Friendly Application Documentation

sensitive information. The user manual will be made accesible from inside the application so that the information will be right at hand if questions arise on how functionality works.

Task 6. Implementation

After the application has been fully tested against the Village's test database environment, a migration will occur to shift to a designated production database. The production database will be fully secured according to Village IT standards and will be loaded with current information converted from the previous account information tools. The new application will be tested for a specified period of time to ensure stability and optimal performance. After this testing period of the production tool, all Village staff users will be encouraged to use the new application. RFC staff will travel on-site to ensure that all users have access to the application and that any inquiries or questions regarding the application can be answered quickly.

Task 7. Post Go-Live Support

This project will also include a period of support after application implementation is completed under Task 6. Post go-live support includes access to RFC development staff in order to answer any questions or fix any bugs that arise after implementation. The period included under this scope will likely cover 30-60 days depending on the level of support needed. The Village can then elect to establish a maintenance contract with RFC to provide ongoing support of the application, or RFC can provide the source code to the Village so that Village IT staff can support the application.

Project Budget

The following provides a cost estimate by task, inclusive of travel (5 onsite meetings) and incidental project costs:

#	Task	Task Estimate	Onsite Trips
1	Data and Systems Review	$3,870	0
2	Detailed Design and Requirements	$17,680	2
3	Prototype Development and Review	$6,880	0
4	Programming and Database Development	$24,080	0
5	Documentation and Training	$16,820	2
6	Implementation	$13,355	1
7	Post Go-live Support	$7,740	0
	Total	$90,425	5

68,875