



CITY OF HOLLYWOOD, FLORIDA


PROCUREMENT SERVICES DIVISION



DATE: March 29, 2018

FILE: PR-18-146

TO: Wazir Ishmael, Ph.D.
City Manager

VIA: Gus Zambrano
Assistant City Manager/Sustainable Development

VIA:  George R. Keller, Jr.
Assistant City Manager/Finance & Administration

FROM:  Paul A. Bassar
 Director of Procurement & Contract Compliance

SUBJECT: Renewal of an Agreement with Lighthouse Utility Consulting, Inc. for Rate Consulting, Large User Group True-Up and Financial and Technical Services

ISSUE:

The purpose of this request is to renew an agreement which has one (1) additional three (3) year renewal period remaining under the same terms and conditions. The agreement with Lighthouse Utility Consulting, Inc. for rate consulting, large user group true-up and financial and technical services expires November 15, 2018. The renewal period is November 16, 2018 – November 15, 2021. The estimated annual amount is \$150,000.00. Note the estimated amount is within the City Manager's authority level pursuant to Section 38.48 (C)(1) of the Purchasing Ordinance.

EXPLANATION:

The Department of Public Utilities requires an agreement to provide rate consulting, large user group true-up financial and technical services.

On June 3, 2015, Request for Qualifications (RFQ) Number RFQ-4464-15-RL - Rate Consulting, Large User Group True-Up and Financial and Technical Services was electronically advertised via BidSync. RFQ Number RFQ-4464-15-RL was opened at 3:00 P.M. on June 25, 2015.

On August 26, 2015, the City Commission passed and adopted Resolution Number R-2015-250 which authorized the issuance of an agreement to Lighthouse Utility Consulting, Inc., in accordance with RFQ Number RFQ-4464-15-RL, for an initial agreement term of three (3) years with one (1) additional three (3) year renewal period.

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March 29, 2018
PR-18-146

The agreement with Lighthouse Utility Consulting, Inc. is set to expire on November 15, 2018.

The Director of Public Utilities and the Director of Procurement & Contract Compliance recommend that the City Manager approve the renewal of the agreement for the first and only three (3) year renewal term for rate consulting, large user group true-up financial and technical services for an estimated annual expenditure of \$150,000.00.

Pursuant to Section 38.48 (C)(1) of the Purchasing Ordinance, when a contract entered into by the city pursuant to City Commission approval provides for one or more renewals by affirmative action of the city and the estimated annual cost of a renewal of the contract does not exceed \$250,000, the Director shall have the authority to recommend to the City Manager approval or rejection of the renewal if it is the first, second, or third renewal of the contract, but only the Commission is authorized to approve any subsequent renewal.

Funding for the attached agreement has been provided for in the fiscal year 2018 budget in 42.4001.00000.536.003130 and 42.4000.85860.536.003130 and will be budgeted in subsequent fiscal years.

RECOMMENDATION:

Approve the first and only three (3) year renewal option of the agreement with Lighthouse Utility Consulting, Inc. for rate consulting, large user group true-up financial and technical services.


APPROVED BY: Dr. Wazir Ishmael
City Manager

Date: 4/3/18

 RL/dm

Attachments: Departmental Renewal Memo
Vendor Renewal Letter
Agreement dated 11-16-2015



CITY OF HOLLYWOOD, FLORIDA

Office of Procurement Services

CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

DATE: March 8, 2018

2018 MAR 15 PM 3:23
FILE: PR-18-134

TO: Steve Joseph, Director, Public Utilities

FROM: Robert Lowery, Contracts Officer, Office of Procurement Services
TRL

SUBJECT: Contract Expiration of Rate Consulting, Large User Group True-up and Financial and Technical Services - from Lighthouse Utility Consulting

ISSUE:

The current period of the above contract expires **November 15, 2018**. The contract is renewable for a three (3) year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

EXPLANATION:

Notification of Intent to Renew must be mailed to the vendor thirty (30) calendar days in advance of the contract expiration date. Accordingly, it is requested that you give this matter your immediate attention thereby providing a timely reply to preclude contract expiration.

If you do not want to renew this contract, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above and if a new contract is to be established, you must submit bid specifications.

RECOMMENDATION:

Please reply as soon as possible by returning this memo appropriately filled out, signed and dated along with the attached Contract Renewal Evaluation Form.

Date: 3/12/2018

To: Robert Lowery, Procurement Services

The Director recommends the following:

☒ RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is 42.4001.00000.536.003130, 42.4000.85860.536.003130

☐ DO NOT renew this contract. See attached memo explaining the reason(s).

☐ DO NOT renew this contract. DO NOT prepare a replacement bid (items/services no longer needed).

☒ Estimated: annual usage/expenditure is \$150,000.00

By: Steve Joseph, P.E.

Title: Director, Public Utilities

3/13/18



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Department/Office Contract Renewal Evaluation

Date: 3/12/2018	
Department/Office: Public Utilities	Division/Area: Administration - 4000 & 4001
Contact Person: Mark A. Moore	Title: Deputy Director/Finance
Contact phone number: 954-967-4455	Contact Email mamooore@hollywoodfl.org
Purchase Order/Blanket Purchase Order #: N/A	
Contract Expiration Date: 11/15/2018	
Vendor: Lighthouse Utility Consulting	Contact Person: Jonathan Varnes
Contact phone number: 904-860-5897	Contact Email: jvarnes@lighthouseutility.com
Good/Service: Professional Consulting Services	Solicitation #: RFQ-4464-15-RL

1. How would you rate the quality of goods/services?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

2. How would you rate the courteousness vendor's personnel?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

☒ Yes ☐ No

If no, please explain?

5. If you contacted the vendor, were all your questions answered or any issues resolved to your complete satisfaction?

☒ Yes ☐ No ☐ Did not need to contact

If no, please explain?



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

**Department/Office
Contract Renewal Evaluation**

6. Has the invoicing been timely, accurate and in accordance with the contract?

☒ Yes ☐ No

If no, please explain?

7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?


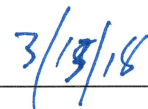
☒ Yes ☐ No

If no, please explain?

8. Please state any additional comments about your experience with this vendor and the goods/services provided:

 Department/Office Director's Name: Steve Joseph, P.E.

Department/Office Director's Signature: _____

tel: 954.921.3299
fax: 954.921.3086

March 7, 2018

Lighthouse Utility Consulting
5224 West SR 46
Suite 107
Sanford, FL 32771

Dear Vendor:

Our Agreement for Rate Consulting, Large User Group True-Up and Financial and Technical Services, for the Public Utilities Department, based on solicitation number RFQ-4464-15-RL, expires on 11/15/2018.

The Procurement Services Division would like to renew the agreement for a three (3) year renewal period under the terms and conditions as stated in RFQ-4464-15-RL.

Please advise your interest in renewing this Agreement by marking the appropriate response, signing, and returning this correspondence.

If you are unable to renew this agreement, please explain reason(s) in a separate letter.

Thanks for your help with this matter and as always, please call me at 954-921-3552 if you have questions.

A response as soon as possible would be appreciated.

Sincerely,



Robert Lowery, Procurement Contracts Officer
Procurement Services Division

RL/dm

I agree: _____
(Signature)

I disagree: _____
(Signature)

Name: Jonathan Varnes, President
(Typed or Printed)

Date: 3/22/2018

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, Florida
33022-9045

hollywoodfl.org

8/26/2015

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 16 day of ^{November}~~October~~, 2015, by and between City of Hollywood, a Municipal Corporation of the State of Florida, by and through its City Commission hereinafter the CITY, and Lighthouse Utility Consulting, Inc., whose principal office is located at 5224 West SR 46, Suite 107, Sanford, Florida 32771 hereinafter referred to as the CONSULTANT, and whose Federal I.D. number is 30-0526843.

WHEREAS, the CITY desires to employ a consultant to perform consulting services with regard to various water and sewer rates, financial analysis and revenue projections, various financial reports, installation and training on a rate model to be used for all rate studies and financial projections and true-up reports and other services as detailed in RFQ-4464-15-RL; and

WHEREAS, based on a recommendation of its City Manager, the City Commission authorized the negotiation of contractual terms;

NOW, THEREFORE, in consideration of the mutual promises herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to meet the requirements set forth in RFQ-4464-15-RL and to provide consultation services as detailed above and as more specifically detailed in the RFQ and based upon approved work orders:

The CONSULTANT'S Representative shall be:

Jonathan Varnes
Principal
Lighthouse Utility Consulting
5224 West SR 46, Suite 107
Sanford, Florida 32771
407-417-2324

The CITY'S Representative shall be:

Deputy Director Finance
Public Utilities Department
P.O. Box 229045
Hollywood, FL 33022-9045
Phone # (954) 967-4455

ARTICLE 2 – RATE MODEL

Pursuant to RFQ-4464-15-RL SCOPE OF SERVICES item number 8, the CONSULTANT is to provide the City at no cost to the City, with a Rate Model and user manual, within one year of the execution of this Contract that meets the requirements of the RFQ. The model provided will have the same features, look and feel as presented to the City during the Oral Presentation and represented to be the model the City would be receiving. For the period of this agreement Lighthouse Utility Consulting will provide free updates to the Rate Model program if they are developed but there are no requirements to update the program except to meet rate making

standards. The Rate Model to be delivered will be subject to the same Trade Secret restrictions as the previous Rate Model. Such Trade Secret restrictions are outlined in a separate agreement with the City.

ARTICLE 3 – SCHEDULE

The CONSULTANT shall commence services within thirty (30) days of the date of execution of this Contract and this Contract shall expire three (3) years from the date of this Contract if not renewed for an additional three years.

ARTICLE 4 – PAYMENTS TO CONSULTANT

- A. The CITY shall negotiate and issue work orders for each task to be completed by the CONSULTANT to cover all services and materials including “out of pocket” expenses and also any approved subcontracts. The CONSULTANT will bill the CITY on a monthly basis, or as otherwise provided, at the amounts set forth in each approved work order.
- B. Invoices received by the CITY from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the CITY’S Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City Manager’s Office for review and approval and then to the CITY’S Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the CITY Representative’s approval. In addition to detailed invoices, upon request of the CITY’S Representative or the City Manager, CONSULTANT will provide CITY with detailed periodic Status Reports on the project.
- C. 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 under a work order. 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 other further charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 5 – TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT’S most favored customer for the same or substantially similar service. Should the CITY determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representations, then said rates shall be adjusted accordingly. The rate for this three year Contract shall be \$187 per hour for Mr. Jonathan Varnes and would be less for any other staff or sub consultant approved by the CITY. A new rate will be negotiated if this Contract is renewed for a second three year period.

ARTICLE 6 – TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S Representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice from the CITY'S Representative or the City Manager to the CONSULTANT. Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 – PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the CITY'S Representative and written approval must be granted by the CITY'S Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 8 – SUBCONTRACTING

CONSULTANT shall not subcontract any services or work to be provided to CITY without the prior written approval of the CITY'S Representative. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY'S acceptance of a subcontractor shall not be unreasonably withheld. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 9 – FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 – AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission will appropriate funds in the annual operating budgets as needed for this Contract if funds are available. Work orders will only be issued and approved by the City Manager or City Commission if sufficient funds are available.

ARTICLE 11 – INSURANCE REQUIREMENTS INSURANCE:

CONSULTANT shall maintain, at its sole expense, during the term of this Contract the following insurances:

- A. **Commercial General Liability Insurance** naming the CITY as an additional insured with not less than the following limits:

General Aggregate	\$500,000
Products-Comp/Op Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence	\$500,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises operations.

- B. While CONSULTANT need not maintain Commercial Automobile Liability Insurance, CONSULTANT shall provide to the CITY evidence that its principals maintain personal automobile liability insurance as required by state law.
- C. While CONSULTANT need not maintain Workers' Compensation Insurance, CONSULTANT shall provide to the CITY a letter stating that it is exempt from the requirement to maintain workers' compensation insurance. The letter shall be effective for one year and must contain the CONSULTANT's signature. A new letter shall be timely provided for each subsequent year of this Agreement.
- D. **Professional Liability** recognizing that the work governed by this Contract involves the furnishing of advice or services of a professional nature, the CONSULTANT shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the CONSULTANT arising out of the work governed by this Contract.

Professional Liability \$1,000,000 Each Claim / \$2,000,000 Aggregate

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the CITY. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the CITY. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract or extension thereunder is in effect.

ARTICLE 12 – INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the CITY shall be entitled to attorney's fees and costs of defense, which the CITY, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the CITY its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT and persons employed by or utilized by the CONSULTANT in the performance of the contract.

ARTICLE 13 – SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 – CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 – DEBT

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will

be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 19 – CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 20 – ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in the section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 – NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 23 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 24 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 – ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 26 – MODIFICATION OF SCOPE OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the City Manager, and if such amendment is in excess of \$25,000 it must also first be approved by the City Commission.

ARTICLE 27 – WARRANTY

CONSULTANT warrants that the services provided under this contract will be performed with that degree of skill and judgment normally exercised by recognized professional firms providing services of a similar nature. CONSULTANT does not guarantee any specific revenues or anticipated profits in connection with the services provided in this agreement but agrees to follow industry standards for rate making and to perform adequate tests to verify the validity of results.

ARTICLE 28 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

Deputy Director-Finance
City of Hollywood, Florida
Public Utilities Department
P.O. Box 229045
Hollywood, FL 33022-9045

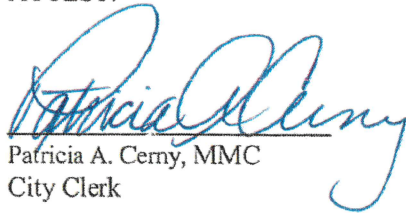
And if sent to the CONSULTANT shall be mailed to:


Jonathan Varnes
Principal
Lighthouse Utility Consulting
5224 West SR 46, Suite 107
Sanford, Florida 32771

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.


City of Hollywood, a municipal
Corporation of the State of Florida

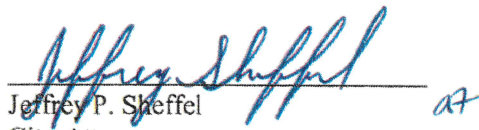
ATTEST:

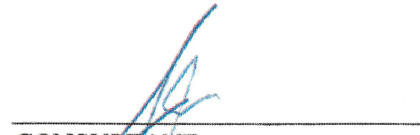

Patricia A. Cerny, MMC
City Clerk

By: 
Peter Bober
Mayor

Approved as to form and legality for the
use and reliance of the City of Hollywood,
Florida, only.


Approved by: 
Matthew Lalla, Director
Financial Services


Jeffrey P. Sheffel
City Attorney


CONSULTANT
Lighthouse Utility Consulting

WITNESSES:

Signature: 

Print Name: 

Signature: 

Print Name: 

RESOLUTION NO.

R-2015-250

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO NEGOTIATE AND EXECUTE A THREE (3) YEAR AGREEMENT BETWEEN THE HIGHEST RANKED FIRM AND THE CITY OF HOLLYWOOD TO PROVIDE RATE CONSULTING, LARGE USER GROUP TRUE-UP FINANCIAL AND TECHNICAL SERVICES.

WHEREAS, the Department of Public Utilities, is seeking to engage the services of a qualified consultant and enter into a contract to provide rate consulting, large user group true-up financial and technical services; and

WHEREAS, on June 3, 2015, Request for Qualifications (RFQ) Number 4464-15-RL was electronically advertised via BidSync in accordance with the City's Purchasing Ordinance, Section 38.42(A); and

WHEREAS, RFQ-4464-15-RL was opened at 3:00 p.m. on June 25, 2015, and resulted in the following three (3) responses:

Lighthouse Utility Consulting, Inc.
Sanford, FL

Black & Veatch Corporation
Overland Park, KS

Hawksley Consulting, Inc.
Broomfield, CO

; and

WHEREAS, the RFQ document's Consultant Selection Process required an initial evaluation committee to review and score/rank the responsive proposals based upon the Initial Selection Criteria by which firms may be shortlisted for oral interviews; and

WHEREAS, the initial evaluation of the proposals was based upon the following criteria as established in the RFQ: Firm's Relevant Experience, Technical Qualifications of the Persons Assigned to the Project, Project Organization, Project Understanding, Proposed Approach and Methodology, References and Successfully Completed Similar Projects and Financial Stability; and

WHEREAS, on July 14, 2015, the proposals were evaluated by a six (6) member committee representing the City of Hollywood Department of Public Utilities, the City of Miramar and Broward County; and

WHEREAS, the three (3) responsive proposals received were evaluated and the scores were compiled to arrive at the following rankings, (highest score), first choice to third choice:

Black & Veatch Corporation	498	
Hawksley Consulting, Inc.	494	
Lighthouse Utility Consulting, Inc.	485	; and

WHEREAS, after an evaluation of the RFQ responses, the Evaluation Committee recommended that the three (3) highest ranked proposers by score be scheduled to make an oral presentation to the Evaluation Committee; and

WHEREAS, Hawksley Consulting, Inc. elected not to attend the oral presentation portion, therefore, eliminating them from consideration; and

WHEREAS, on July 21, 2015, the two (2) highest ranked firms made oral presentations to the Evaluation Committee; and

WHEREAS, evaluation of the oral presentations was based upon the following criteria as established in the RFQ: Firm's Relevant Experience, Technical Qualifications of the Person Assigned to the Project, Project Organization, Project Understanding, Proposed Approach and Methodology and Demonstration; and

WHEREAS, the oral presentations were evaluated and the scores were compiled to arrive at the following rankings, (highest score), first choice to second choice:

Lighthouse Utility Consulting, Inc.	542	
Black & Veatch Corporation	407	; and

WHEREAS, it is the recommendation of the Evaluation Committee to rank the two (2) highest scoring firms as follows:

1. Lighthouse Utility Consulting, Inc
 2. Black & Veatch Corporation
- ; and

WHEREAS, the contract will provide for an initial term of three (3) years with one (1) three (3) year renewal option; and

WHEREAS, funding for the purpose of hiring the consultant will be provided for in the fiscal year 2016 budget in multiple account numbers and will be budgeted in subsequent fiscal years; and

WHEREAS, award is subject to the City's receipt and approval of all insurance certificates required by the City's Risk Manager, along with signed Statement of Hold Harmless and Indemnity in favor of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby ranks the two (2) highest scoring firms as follows:

1. Lighthouse Utility Consulting, Inc.
2. Black & Veatch Corporation

Section 2: That it hereby approves and authorizes the negotiation and execution, by the appropriate City Officials, of an agreement embodying the terms and conditions approved by the City Commission this date between the highest ranked firm and the City of Hollywood, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.


Section 3: That, if the appropriate City Officials are unable to negotiate an agreement with the highest ranked firm, they are hereby authorized to negotiate and execute an agreement with the next ranked firm.

Section 4: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 26 day of Aug, 2015.


PETER BOBER, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.


JEFFREY V. SHEFFEL, CITY ATTORNEY *ds*

Issue Date: June 3, 2015

City of Hollywood, Florida
RFQ-4464-15-RL

11. If requested, review all Public Utilities charges and fees to be sure we are charging fees for all services we provide and determine if there are other services we could be providing for a fee.
12. Create Microsoft Excel and/or Access Reports that link to our billing system (Munis Utility Billing) to analyze our billing data. Vendor will be required to work with Tyler (Munis) to be sure the links are only one way to extract data from the billing system. Create user manuals and train Public Utilities staff to update reports.
13. Prepare a Reserve Capacity Rate Study when requested in accordance with industry rate making standards. Fees will be based on the cost of the projected facilities expansion and unused existing capacity available to accommodate growth. Determine appropriate uses of reserve capacity charges for upgrades and expansions as part of the capital funding plan within the City and within the service area. Provide a written procedure that delineates the criteria for determining what projects qualify for reserve capacity fee use.
14. Participate in periodic meetings and formal presentations including project progress reviews, formal City Commission presentations and public hearings when requested.
15. In the event a Large User requests to terminate their Large User Agreement the rate consultant may be requested to prepare the calculation of the termination fee as detailed in the agreement.
16. Perform other work necessary to assist the Department of Public Utilities in maintaining sufficient revenues to continue operations of the City's treatment/storage facilities and any other utility infrastructure.

CONTRACT TERM:

The initial term of the agreement shall be for a period of three (3) years beginning upon date of award. The City may renew this agreement for one (1) additional three (3) year period subject to vendor acceptance, satisfactory performance and determination that the renewal will be in the best interest of the City.

QUALIFICATIONS/ELIGIBILITY:

The Rate Consulting Firm or individuals assigned to perform the rate consulting work must have a minimum of five (5) years' experience in rate consulting and have successfully performed at least ten (10) Water and Sewer Rate Studies. The firm or individual must have performed Reserve Capacity Rate Studies, Storm water Rate Studies, miscellaneous rates and charges, Large User True-ups and Bond Feasibility Reports. The firm or