MASTER

AGREEMENT #AGR2016-49
AGREEMENT BETWEEN CITY OF DUNNELLON AND
WOODARD & CURRAN, INC.

THIS AGREEMENT is made and entered into between the CITY OF DUNNELLON, a political subdivision of the State of Florida, 20750 River Drive, Dunnellon, Florida 34431, hereinafterreferred to as the "CITY," and Woodard & Curran, Inc., 2055 Sugarloaf Circle, Suite 175, Duluth GA 30097, hereinafter referred to as the "CONSULTANT."

WITTNESSETH:

WHEREAS, the CITY wishes to better understand the present status and future opportunities for operating, managing and funding its water and wastewater utilities; and

WHEREAS, the CITY desires to obtain the services of the CONSULTANT to conduct a comprehensive utility analysis; and

WHEREAS, the City Council has determined that the CITY's purchase of said services from CONSULTANT is in the best interest of the City; and

WHEREAS, it is understood that the City of Dunnellon agrees to "Piggyback" RFQ-2016-05, Continuing Professional Services for Public Works and Utilities Engineering Services between Newberry, Florida, and Woodard & Curran, Inc. as approved by the Newberry City Council on September 26, 2016, (a copy of the RFQ and executed agreement, collectively "Newberry Contract" is attached hereto as Exhibit "A") subject to the modifications described herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. AGREEMENT
The CITY agrees to the terms and conditions of the Newberry Contract subject to the modifications thereto specified within this Agreement. To the extent of any conflict between this Agreement and that of the Newberry Contract, the terms and conditions of this Agreement shall prevail.

SECTION 2. SCOPE OF WORK
CONSULTANT shall perform services per the Scope of Work attached hereto as Exhibit "B."

SECTION 2. DELETION
Paragraph 22 of the Newberry Contract (executed agreement) is hereby stricken.

SECTION 3. JURISDICTION/VENUE
The laws of the State of FLORIDA shall govern this Agreement. Venue of this Agreement shall be in Marion County, FLORIDA.

SECTION 4. NOTICE
Any and all Notice shall be given to CITY by CONSULTANT as follows:

City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431
Attention: City Clerk
Phone: 352-465-8500
Fax: 352-465-8505

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement on this 10th day of October 2016.

City of Dunnellon, Florida

Nathan Whitt, Mayor 10-10-16

Woodard & Curran, Inc.

_____
Printed Name: _____
Title: _____

Attest:

Dawn M. Bowne, MMC 10-10-16
City Clerk/Interim City Manager

EXHIBIT B

DRAFT: September 30, 2016
DUNNELLON COMPREHENSIVE UTILITY ANALYSIS

The City of Dunnellon wishes to better understand the present status and future opportunities for operating, maintaining, managing and funding its water and wastewater utilities and to assist City Council in their decision whether or not Dunnellon should retain ownership or outsource the entire Water/Sewer system. To accomplish this, the City wishes to hire Woodard & Curran to perform a Comprehensive Utility Analysis. This analysis will include an assessment of the current and projected revenue streams, review of current operations, maintenance and management (O&MM) needs and options, near and long-term 10-year capital improvement program (CIP) defining emergency, near and long term requirements. The audit will also review opportunities for alternative O&M models as well as alternative funding (grant) opportunities to fund future CIP.
Proposed Scope of Services:
To accomplish these goals, the consultant will perform the following services:

Task 1. Financial Review:

- Estimate current City, Rainbow Springs, Rio Vista and Juliette Falls utilities conditions and values using asset, depreciation, and cash flow methods.
- Estimate increased above utility values based on current 5-year CIP plans.
- Prepare memorandum documenting these reviews.

Task 2. Operational Review:

Conduct interviews with all operations and maintenance staff reviewing general work practices, skills, staffing and needs.

- Inspect all capital infrastructure above and underground (water treatment facility, wastewater treatment facility, representative pump stations, hydrants, main valves, manholes & tanks).
- Develop a list of operational efficiency improvement opportunities for the City to consider. These opportunities may range from operational changes to capital projects geared at enhancing utility systems and supporting the effective management, operations and maintenance of the City's utility assets.
- Identify any safety issues that require immediate action; prioritize and provide cost estimate to repair.
- Develop a list of operational models, based on best industry practices that the City should consider weighing the pros and cons of each and adopt should the decision be to retain the water and sewer system.
- Review water loss data and identify reasons why the City is showing a 46% water loss; actual or accounting.
- Prepare a memorandum documenting the operational review.

Task 3. Capital Improvement Planning (CIP):

- Utilize interviews with operations and maintenance staff and site visits (as mentioned in the Operational Review tasks) to identify known capital needs.
- Develop an Asset Management/Condition Assessment Plan including all above and underground equipment that will enable Dunnellon to put in place a credible Capital Asset management plan that would help in the following:
  a. Projecting "In service failures",
  b. Forecasting equipment replacement requirements due to end of useful service life,

c. develop a credible short (1 to 5 years) and long term (5 to 10 years) capital budget.

- Identify the condition of the asset, predict the asset's life cycle and likelihood of failure, the consequences of failure, and cost to repair/replace the asset.
- Quantify the Capital Improvement costs which will be incurred by the utilities over the coming ten-year period
- Prepare a memorandum documenting the CIP.
- Facilitate workshops with City staff and stakeholders to review recommendations.
- Prepare a memorandum documenting the CIP.

SUMMARY REPORT, Tasks 1, 2, 3.

- Assemble the three memoranda in a final Summary Report
- Meet in workshop and individually, as needed with UAB and council members to review content.
- Make needed revisions.
- Provide final recommendations.
- Be available for final presentation to Council as requested.

Total cost for Tasks 1, 2, 3 is $29,600.00.

Task 4. Financial Initiative Plan (FIP) Optional. Cost $12,000.00

- Investigate financial resources related to federal and state programs to provide alternative opportunities to fund improvements. Consultant will scrutinize each opportunity with agency officials to ensure the program is viable and active.
- Create a funding scenario spreadsheet that evaluates viable options for both grant and low-interest financing with an estimation of required local contribution and impact.
- Present funding agency requirements, notice of funding availability expectations, administrative requirements (red flags) and process requirements.
- Develop an action plan based upon findings and help select alternatives for project financing.
- Prepare a memorandum documenting the FIP efforts
- Facilitate workshops with City staff and stakeholders to review recommendations

• Summary Report

- Assemble the four memoranda in a Summary Report
- Provide final recommendations based upon feedback from workshops
- Be available for final presentation to Council as requested