
Consulting Agreement

THIS AGREEMENT, entered into this 10th day of February, 2026, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “COUNTY”, and EMA, Inc. hereinafter referred to as the “CONSULTANT”.

BACKGROUND RECITALS:

The COUNTY selected CONSULTANT to perform services for development of a Utilities Technology Master Plan (UTMP or Plan), Project ID: 00.25.513, and meter-to-cash consulting services for the assessment and selection for upgrade or replacement of the current Customer Information System (CIS), Project ID: 00.25.521 (“Services”), based on a proposal submitted in response to Request for Proposals 2026003.

The COUNTY and the CONSULTANT, in consideration of their mutual covenants, herein agree with respect to the performance of professional consulting services by the CONSULTANT, and the payment for those services by the COUNTY, as set forth in this Agreement.

The CONSULTANT shall provide the COUNTY with consulting services and such other related services as defined in the scope of work, provided as Exhibit 1.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. COUNTY OBLIGATIONS

The COUNTY will provide the CONSULTANT with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with all available documents in the possession of the COUNTY pertinent to the Services. The CONSULTANT shall satisfy itself as to accuracy of any data provided. The CONSULTANT is responsible for bringing to the COUNTY's attention, for the County's resolution, material inconsistencies or errors in such data that come to the CONSULTANT'S attention.

The COUNTY shall arrange for access to and make provisions for the CONSULTANT to enter upon public and private property (where required) as necessary for the CONSULTANT to perform its Services, upon timely written request of CONSULTANT to COUNTY.

The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this Agreement.

2. RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT agrees to perform all necessary Services in connection with the work set forth in Exhibit 1.

The CONSULTANT agrees to complete the work in accordance with a mutually agreed upon schedule, attached as Exhibit 2 to this agreement.

The CONSULTANT will maintain an adequate staff of qualified personnel.

The CONSULTANT will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

The CONSULTANT shall during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described in this Agreement. The CONSULTANT shall also require all sub-consultants to comply by contract with the provisions of this section.

The CONSULTANT will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

The CONSULTANT will cooperate and coordinate with other COUNTY CONSULTANTS, as directed by the COUNTY. Notwithstanding the forgoing, in no event shall CONSULTANT be responsible for quality assurance of the work of such other consultants or subcontractors, nor shall CONSULTANT be liable for any errors or omissions in such work.

The CONSULTANT shall report the status of the Services under this Agreement to the County Project Manager upon request, and hold all drawings, calculations and related work open to the inspection of the County Project Manager or his authorized agent at any time, upon reasonable request.

All documents, reports, maps, contract documents, and other data developed by the CONSULTANT for the purpose of this Agreement, are, and shall remain, the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this Agreement is complete, and upon final payment, all of the above data shall be delivered to the County Project Manager.

The CONSULTANT shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY.

CONSULTANT is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. CONSULTANT is also responsible for obtaining proof of E-Verify registration and utilization for all subconsultants.

CONSULTANT does not meet any of the criteria in Section 287.138, Florida Statutes, relating to Foreign Entity Ownership, that would exclude it from eligibility to enter an agreement which may give access to an individual's personal identifying information.

3. TERM; DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three years, after the date of execution thereof, or upon completion of all project phases as defined by the COUNTY, whichever occurs earlier, unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 8 "Termination". The agreement may be renewed for two one-year periods, upon mutual consent of the parties.

4. COMPENSATION

The COUNTY shall pay to the CONSULTANT a mutually agreed upon maximum amount not-to-exceed professional fee for each completed task, on a deliverable basis, all as set forth in Exhibit 1. Invoices shall be submitted to the County Project Manager, in detail sufficient for proper prepayment and post payment audit. Upon submittal of a proper invoice the County Project Manager will determine if the tasks or portions thereof have been reasonably completed. Upon a determination of reasonable completion, the County Project Manager will authorize payment to be made. All payments for services shall be made to the CONSULTANT by the COUNTY in accordance with the Florida Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.). No additional payment will be due to the CONSULTANT for administrative copies, printing, per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel.

The COUNTY may at any time notify the CONSULTANT of requested changes to the Services, and thereupon the COUNTY and the CONSULTANT shall execute a mutually agreeable amendment to this agreement. In no case shall CONSULTANT be required to provide additional or change services (i) where the parties are unable to agree in advance of performance of the services (a) on the scope, schedule or price associated with a proposed change order or (b) whether such services are within the existing scope of services, or (ii) during the pendency of a dispute, unless COUNTY makes ongoing interim payments in respect of the new, changed or disputed services at the rates and fees set out in this Agreement, or if no rates or fees are included, at CONSULTANT's ordinary rates and fees for such services, pending final resolution.

The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend Services, in whole or in part under this Agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified, or upon such other date as the COUNTY may thereafter specify in writing. Where the COUNTY has suspended the Services under this Agreement for a period in excess of six (6) months, the compensation of CONSULTANT for such suspended Services may be subject to modification. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this Agreement.

5. ADDITIONAL WORK

If services in addition to the Services provided hereunder are required or desired by the County in connection with the Project, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the CONSULTANT to provide, either directly by the CONSULTANT or by a sub consultant, such additional services by a written amendment to this Agreement.

6. OWNERSHIP AND REUSE OF DOCUMENTS

Ownership and Copyright: Ownership and copyright of all reports, tracings, plans, electronic files, specifications, field books, survey information, maps, contract documents, and other data first developed by the CONSULTANT pursuant to this Agreement, shall be vested in the COUNTY. Said materials shall be made available to the COUNTY by the CONSULTANT at any time during normal business hours upon reasonable request of the COUNTY. On or before the tenth day after all work contemplated under this Agreement or individual Work Order is complete, and full payment of all monies due to the CONSULTANT under this agreement, all of the above materials shall be delivered to the County Project Manager.

Reuse of Documents: All documents, including but not limited to reports, drawings and specifications, prepared or performed by the CONSULTANT pursuant to this Agreement, are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the COUNTY or

others on extensions of this project or on any other project. The COUNTY's reuse of any document or drawing shall be at the COUNTY's own risk. The COUNTY shall not hold the CONSULTANT liable for any misuse by others.

7. INSURANCE AND INDEMNIFICATION

During the performance of the work covered by this Agreement, the CONSULTANT shall provide the COUNTY with evidence that the CONSULTANT has obtained and maintains the insurance listed in the Agreement.

CONSULTANT shall maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees. The cost of such insurance shall be included in the CONSULTANT's fees.

Minimum Scope of Insurance:

- A. Worker's Compensation as required by the State of Florida. Employers Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.
- B. General Liability \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall include premises/operations, products/completed operations, contractual liability, and independent contractors. COUNTY shall be named an "Additional Insured" on the certificate of insurance.
- C. Auto Liability \$500,000 combined single limit per accident for bodily injury and property damage. Coverage shall include owned vehicles, hired vehicles, and non-owned vehicles.
- D. Professional Liability \$1,000,000 per claim, \$2,000,000 aggregate combined single limit.

CONSULTANT's insurance coverage shall be primary.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida.

The insurance policies procured shall be occurrence forms, not claims made policies, except on Professional Liability.

The insurance companies chosen shall provide certificates of insurance prior to signing of contracts, to the Indian River County Risk Management Department.

The CONSULTANT shall ensure any subconsultants to maintain the insurance as detailed herein.

The Consultant shall indemnify and hold harmless (but not defend) the County and its commissioners, officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

8. TERMINATION

This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the CONSULTANT; or (b) by the CONSULTANT, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or d) as may otherwise be

provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completed work previously authorized. Such payment shall be determined on the basis of the percentage of work complete, as estimated by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

In the event that the CONSULTANT merges with another company, becomes a subsidiary of, or makes any other substantial change in structure, the COUNTY reserves the right to terminate this Agreement in accordance with its terms.

In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents first prepared by the CONSULTANT for the COUNTY in connection with this Agreement.

The COUNTY may terminate this Agreement for refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 Florida Statutes and made or received by the CONSULTANT in conjunction with this Agreement.

The COUNTY may terminate this Agreement in whole or in part if the CONSULTANT submits a false invoice to the COUNTY.

CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. OWNER may terminate this Contract if CONSULTANT, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, create pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. COUNTY may terminate this agreement if CONSULTANT is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

9. MISCELLANEOUS PROVISIONS

Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the CONSULTANT or employees or sub-consultants of the CONSULTANT are in no way to be considered

employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

Merger; Modification. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONSULTANT and the COUNTY.

Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County. COUNTY shall provide notice to CONSULTANT in the event the COUNTY fails to appropriate funds, and in such event CONSULTANT's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any.

No Pledge of Credit. The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by CONSULTANT shall survive the termination or expiration of this Agreement.

Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or parties may require. The parties hereby acknowledge and agree that each

was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

Liability. The amount of all claims the COUNTY may have against the CONSULTANT under this Agreement or arising from the performance or non-performance of the services under any theory of law, including, but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fee or \$200,000. As the COUNTY's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT's employees, officers or directors.

Damage. Neither the COUNTY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement of the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution or property value or loss of reimbursement or credits from governmental or other agencies.

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

10. PUBLIC RECORDS COMPLIANCE

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@indianriver.gov

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Consultant to comply with these requirements shall be a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

OWNER:
INDIAN RIVER COUNTY

By: _____
Deryl Loar, Chairman

By: _____
John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Christopher A. Hicks, Assistant County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk
(SEAL)

Designated Representative:
Howard G. Richards, P.E.
Capital Projects Manager
1801 27th Street, Vero Beach, FL 32960
772-226-1821
hrichards@indianriver.gov

CONSULTANT:

By: _____
(CONSULTANT)
(CORPORATE SEAL)

Attest _____

(If CONSULTANT is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Exhibit 1 – Scope of Services and Not to Exceed Fee

Understanding of Indian River County Department of Utility Environment

Indian River County Department of Utility Services (IRCDUS) provides water, wastewater, and reclaimed water services to about 150,000 residents and businesses. With population growth expected to exceed 200,000 by 2050, IRCDUS leadership is focused on modernizing technology, streamlining operations, and improving customer service to support sustainable growth.

IRCDUS uses a range of systems—Harris Infinity CIS, AMI enabled meters are automatically read remotely (via AMR), Tyler Munis ERP, SEMS CMMS, Esri GIS, and VTSCADA for Water and Data Flow System (DFS) SCADA for the Wastewater. While each system works well individually, limited integration leads to fragmented data, manual reconciliation, and inconsistent information sharing. These challenges hinder analytics, reduce efficiency, and undermine confidence in data-driven decisions. Key operational challenges include system fragmentation and manual processes.

CIS–Centric Challenges

Aging CIS Platform: The Harris Infinity system is behind two versions, limiting automation, configuration flexibility, and integration.

Disconnected Systems: Limited data exchange between core systems.

Manual Workflows: Labor-intensive processes increase workload and error potential.

Evolving Customer Expectations: Customers expect digital access and timely communication.

Utility Technology Master Plan (UTMP) Related Challenges:

Legacy Infrastructure: Aging systems limit performance, support, and cybersecurity.

Cybersecurity and Data Governance Gaps: Cloud migration introduces new needs for access management, data protection, and governance consistency.

Lack of System Integration: CIS, ERP, GIS, AMI, and work management systems lack integration, limiting automation and analytics potential.

Resource Constraints: Evolving technologies require role clarity, upskilling, strategic resource allocation.

Strategic Priorities and Goals

EMA recognizes IRCDUS's strategic priorities. **Modernize Systems** to automate workflows, enable self-service, and improve billing accuracy. **Integrate Enterprise Platforms** including CIS, AMI, ERP, EAM, GIS, and SCADA through a cohesive architecture that promotes sustainable transparent integrations, efficiency and consistent data across all enterprise systems. **Advance Data Analytics and Governance** to provide decision-ready information. **Optimize Organizational Structure** to align business and technology functions across Finance, Water, Wastewater, Solid Waste, and IT. **Enhance Customer Experience** through transparency, responsiveness, and communication.

EMA's Perspective and Approach

EMA will lead IRCDUS's transformation using the Utility Enterprise Framework for Integrated Solutions, aligning people, processes, technology, and information to ensure all initiatives support organizational goals and deliver measurable results.

Key Components of EMA's Framework

EMA's Utility Enterprise Framework for Integrated Solutions aligns people, processes, and technology to drive integration, efficiency, and continuous improvement.

- **Business and Technology Maturity:** Evaluates readiness and improvement priorities with a focus on *business process maturity* rather than just technology.
- **Process Optimization and System Alignment:** Streamlines workflows and consolidates to four core systems of record including CIS, Financial Information System (FIS), EAM, and SCADA/LIMS (Laboratory Information System) connected through modern integration technologies.
- **Data Governance and Quality:** Ensures data transparency and integrity through system-driven practices for managing data and business process quality.
- **Self-Service and Performance Management:** Enables users to access dashboards, KPIs, and AI-driven analytics independently, reducing IT reliance.
- **Governance and Capacity Building:** Embeds accountability, change management, and workforce readiness to sustain long-term improvement.

Scope of Work

Phase 0 – Unified Project Management and Coordination

To ensure consistency and integration between the UTMP and CIS Modernization efforts, EMA will implement a single governance structure under one EMA Project Manager. This unified approach ensures alignment of schedules, deliverables, and communication throughout both projects.

- **Governance and Planning** - Define roles, responsibilities, escalation protocols, and success metrics.
Deliverable: Project Management Plan
- **Schedule and Resource Management** – Maintain an integrated master schedule for both projects.
Deliverable: Integrated Master Schedule
- **Communication and Reporting** – Conduct bi-weekly coordination meetings and prepare progress reports.
Deliverable: Bi-weekly Status Reports
- **Risk and Issue Management** – Identify, track, and mitigate project risks.
Deliverable: Risk and Issue Register
- **Quality Assurance and Change Control** – Review deliverables and manage change processes.
Deliverable: QA Reviews and Change Log

Utility Technology Master Plan (UTMP) Development

EMA will collaborate with IRCDUS, County IT, and stakeholders to develop a **UTMP** that defines a unified vision, strategy, and roadmap for modernization, analytics, and process improvement.

Through EMA's **Utility Enterprise Framework for Integrated Solutions**, governance roles and decision paths will be defined to promote accountability. Organizational Change Management will prepare staff for new technologies through communication, training, and departmental Change Champions to reinforce new process and technology adoption.

EMA will apply a suite of proven tools and frameworks to guide plan development and implementation. The Utility Enterprise Framework will serve as the foundation, aligning people, processes, technology, and information under a unified strategy. Maturity and process optimization tools will assess organizational readiness, identify improvement opportunities, and highlight areas for automation. Complementing these, data governance practices will ensure data accuracy, transparency, and accessibility, enabling informed, data-driven decisions that support continuous improvement and accountability.

Phase 1 – Project Initiation and Kickoff

Purpose: Establish project governance, confirm objectives, and align with IRCDUS leadership and County IT.

Approach: EMA will facilitate a kickoff session with IRCDUS executives, Utility management, and IT representatives to confirm project scope, success criteria, and coordination with the CIS selection process. The Utility Enterprise Framework will guide engagement and alignment principles.

Deliverables: Finalized Project Work Plan and Schedule; Governance and Communication Plan; Kickoff workshop materials and summary.

Phase 2 – Business-Driven Technology Alignment

Purpose: Ensure the UTMP is rooted in IRCDUS's business priorities, operational efficiency, customer experience improvement, regulatory compliance, and financial sustainability, so that all technology recommendations directly advance the IRCDUS's strategic objectives.

Approach: Using the Utility Enterprise Framework for Integrated Solutions, EMA will conduct executive and departmental workshops to identify priorities, align initiatives with measurable business outcomes, and assess readiness.

Deliverables: Business and technology alignment framework linking initiatives to measurable outcomes; Identification of process and digitization opportunities; Prioritized roadmap aligning short- and long-term technology investments with business value.

Phase 3 – IT Administration and Data Management Responsibility

Purpose: Evaluate organizational structure, roles, and accountability for IT/OT functions as IRCDUS transitions from on-prem to cloud-based systems.

Approach: EMA will apply the **Data Governance Model** to assess current IT and data governance roles across IRCDUS to clarify responsibilities for data quality, access, and performance monitoring. We will identify which infrastructure and application support components can be transitioned to cloud vendors, ensuring efficient management without loss of oversight or accountability.

Deliverables: Defined roles and responsibilities matrix for IT/OT, Utility, and vendor functions; Recommendations for data governance and quality management in hybrid (cloud/on-prem) environments; Guidelines for vendor-managed system oversight.

Phase 4 – Contractual and Cloud Governance Considerations

Purpose: Establish governance standards and contracting principles for managing cloud-based vendor relationships and protecting IRCDUS's interests.

Approach: EMA will review vendor agreements and identify common pitfalls such as hidden fees, unclear service levels, and data residency issues. We will develop best-practice guidelines for cloud governance and contract management, ensuring compliance with IRCDUS and County IT requirements regarding data location, security, and access.

Deliverables: Cloud governance and contract management framework; Checklist of common contractual pitfalls and risk mitigation strategies; Best practices for negotiating cloud service agreements that safeguard IRCDUS's data and performance standards.

Phase 5 – Integration of Critical Systems for Operational Visibility

Purpose: Develop a comprehensive integration roadmap that connects CIS, SCADA, GIS, CMMS, ERP, and other core enterprise platforms. Achieve seamless, organization-wide visibility into utility operations and customer interactions.

Approach: EMA will:

- Convene workshops and interviews with IRCDUS leadership, IT, and operational staff to map current workflows and identify pain points in system interoperability.
- Conduct assessments of each platform (CIS, SCADA, GIS, CMMS, ERP) to document existing integration capabilities, and gaps.
- Define requirements for a unified dashboard that enables Customer Service Representatives to access customer history, meter reads, and billing data in real time. Collaborate with IT to ensure technical feasibility and security.
- Develop a roadmap detailing the sequence of integration activities, responsible parties, required resources, and success metrics. Include milestones for testing, training, and change management to ensure adoption.
- Establish feedback loops and performance monitoring to refine integrations over time, ensuring the roadmap remains aligned with evolving business needs and technology advancements.

By following these explicit steps, EMA will deliver an actionable integration roadmap that supports unified customer experience and empowers staff with real-time, cross-platform insights.

Deliverables: Integration Roadmap to enable real-time access into utility operations and customer interactions.

Phase 6 – Practical Use of Cloud-Based SCADA and Operational Tools

Purpose: Evaluate the readiness and feasibility of adopting cloud-based SCADA and operational systems to enhance performance while maintaining security and control.

Approach: EMA will facilitate **stakeholder sessions** to assess current SCADA infrastructure, data latency requirements, and cybersecurity posture to determine where cloud adoption is practical. The assessment will balance operational control and vendor-managed capabilities, We will:

- Inventory all existing SCADA hardware, software, and network components. Evaluate system performance, reliability, and scalability.
- Define latency requirements for critical operational processes (e.g., real-time monitoring, control commands). Assess current system latency and identify bottlenecks or risks that could impact cloud migration.
- Review existing cybersecurity policies, controls, and incident response plans. Conduct a gap analysis to identify vulnerabilities in the current SCADA environment. Assess readiness for cloud-based security models, including access management and data protection.
- Analyze which SCADA components and operational tools are suitable for cloud migration. Identify technical, operational, and regulatory constraints. Develop criteria for selecting appropriate cloud models and timing for migration.
- Develop a phased roadmap for cloud adoption, including milestones, responsible parties, and resource requirements. Define metrics for each phase (e.g., improved performance, reduced latency, enhanced security).
- Identify risks associated with cloud migration (e.g., data loss, downtime, compliance). Develop mitigation strategies and contingency plans.
- Prepare assessment reports summarizing findings, recommendations, and next steps. Present results to stakeholders and incorporate feedback into the final implementation plan.

Deliverables: Cloud Readiness Assessment for SCADA and Operational Systems; Recommendations for latency, control, and security configurations; Roadmap for phased cloud adoption.

Phase 7 – Data Usability and Reporting Flexibility

Purpose: Ensure IRCDUS can use and analyze data across departments without overreliance on IT intervention or external development.

Approach: Using EMA's Data Governance Model we will:

- Catalog key data sources and systems (CIS, SCADA, GIS, CMMS, ERP) currently in use by IRCDUS.
- Analyze the data models, schemas, and formats used in each system. Identify inconsistencies, redundancies, and gaps in data definitions across platforms.
- Review existing reporting tools and processes for each system. Evaluate the ability to generate timely, accurate, and actionable reports for business and operational needs.
- Document how data moves between systems, including manual and automated processes. Identify data exchange mechanisms (APIs, ETL, etc.), and any bottlenecks or barriers.
- Conduct stakeholder interviews and workshops to gather feedback on data accessibility, reporting challenges, and integration pain points. List technical, organizational, and process-related obstacles that hinder effective data use and sharing.
- Define high level requirements for a centralized analytics platform that can aggregate, process, and visualize data from all core systems. Specify technical architecture, integration methods, and security protocols for the analytics layer.

Deliverables: Data Usability and Analytics Maturity Assessment Report; Self-service Reporting and Data Architecture Framework.

Phase 8 – Change Readiness and System Familiarization

Purpose: Prepare IRCDUS staff for the cultural, operational, and procedural changes associated with cloud-based and integrated technologies.

Approach: EMA will apply organizational change management (OCM) principles to evaluate current readiness for change. We will:

- Develop and distribute surveys or to gauge staff readiness for change. Analyze current culture, attitudes, and capacity for adopting new technologies and vendor-managed platforms.
- Identify and document operational, procedural, and cultural impacts of transitioning to vendor-managed systems. Map out changes in roles, responsibilities, workflows, and support structures.
- Conduct workshops with key stakeholders to discuss upcoming changes. Collect feedback on anticipated challenges, training needs, and concerns related to the transition.
- Assess gaps in staff skills and knowledge required for successful adoption of new systems. Develop a training needs matrix based on feedback and readiness assessment results.
- Create a detailed roadmap outlining phases of change, key milestones, and communication strategies. Define activities for building awareness, capability, and adoption.

Deliverables: Change Readiness Assessment; Staff Impact Analysis for cloud transition, and Change Management and Training Roadmap.

Phase 9 – Resource Requirements and Implementation Planning

Purpose: Provide a realistic implementation roadmap with phased investments, resource needs, and cost estimates.

Approach: EMA will develop cost ranges and resource requirements for implementing prioritized UTMP recommendations. We will:

- Formulate recommendations under the assumption that no constraints exist, such as labor availability, cost limitations, legacy system dependencies, integration challenges, cybersecurity requirements, change management readiness, vendor contractual obligations, or performance considerations.
- All initial recommendations, supporting rationale, and anticipated benefits are thoroughly documented to ensure transparency and facilitate stakeholder review.
- Once the unconstrained recommendations are established, we systematically identify and document relevant constraints in collaboration with IRCDUS and other stakeholders.
- An action list is created to track each constraint, its impact on the project, and the steps required to address or mitigate it.
- The implementation roadmap and phasing schedule are then adjusted to reflect these constraints, with all changes and decisions recorded for reference and accountability.
- Throughout the process, concerns and issues raised by IRCDUS or other participants are formally documented and addressed through collaborative review sessions, ensuring that resolutions are agreed upon and tracked to completion.

This adaptive approach enables us to continuously refine the plan in response to evolving requirements and feedback, maintaining alignment with organizational objectives and stakeholder expectations.

Deliverables: Phased Investment Plan with high-level cost ranges; Resource and FTE requirements by role and skillset; Implementation Schedule aligned with IRCDUS readiness and change capacity.

Customer Information System (CIS) Modernization and Selection

EMA will work collaboratively with IRCDUS to assess its current CIS Infinity environment, define future business and technical requirements, and lead a transparent, vendor-neutral evaluation and selection process.

EMA will provide key **tools and frameworks** tailored specifically to the CIS effort.

Utility Enterprise Framework for Integrated Solutions: Core methodology linking people, process, technology, and information.

Business Process Optimization Toolkit: Identifies workflow automation and efficiency opportunities to enhance customer service and operational performance.

Phase 1 – Project Initiation and Alignment

Purpose: Establish the CIS project foundation and ensure alignment with the ongoing UTMP initiative.

Approach: EMA will conduct an **executive workshop** to align vision, confirm governance and communication protocol. We will also conduct a kickoff meeting with IRCDUS, County IT, Finance, and Customer Service to confirm scope, milestones, communication protocols, and dependencies between the CIS and other enterprise systems.

Deliverables: Project Charter and Communication Plan; Confirmed governance structure and milestone schedule

Phase 2 – Current CIS Assessment

Purpose: Evaluate the performance, configuration, and integration of the existing CIS Infinity environment to determine readiness for modernization.

Approach: EMA will:

- Coordinate with system users and IT staff to arrange interviews and workshops. Develop interview guides to cover system functionality, interfaces, and customizations.

- Facilitate one-on-one and group interviews to understand current system usage, pain points, and desired improvements. Document all feedback, concerns, and suggestions from participants.
- Review existing system features, integrations, and customizations. Identify gaps in functionality and areas for enhancement or standardization.
- Catalog all current data sources, integrations, and custom workflows. Evaluate data quality, accessibility, and relevance for future use.
- Analyze which data and integrations can be reused, improved, or migrated to new platforms. Develop a migration strategy that minimizes disruption and maximizes value.
- Review contract terms and expiration dates for all relevant systems and integrations. Assess risks associated with legacy systems and plan for phased replacement or upgrades.
- Prepare detailed documentation of interview results, system assessments, and migration opportunities. Maintain an action list to track issues, decisions, and next steps.
- Share documented concerns and risks with stakeholders. Facilitate collaborative sessions to resolve issues and agree on mitigation strategies.
- Regularly review progress against the action list. Update documentation to reflect completed tasks, resolved issues, and changes in scope or strategy.

Deliverables: CIS environment assessment report including findings, gaps and upgrade feasibility.

Phase 3 – Business Process Documentation and Data Quality Review

Purpose: Document key meter-to-cash processes and data readiness to identify improvement opportunities.

Approach: EMA will:

- Identify key stakeholders and subject matter experts from Billing, Customer Service, Collections, and Meter Operations. Develop a session schedule and distribute invitations to ensure full cross-departmental participation.
- Assemble process mapping templates, data collection forms, and facilitation guides tailored to each department's workflows. Ensure all participants have access to relevant process documentation and system data.
- Facilitate interactive workshops to document current-state workflows, handoffs, and pain points across groups. Use visual mapping tools to capture process steps, decision points, and data flows in real time.
- Analyze mapped processes to pinpoint manual tasks, redundancies, and bottlenecks. Engage participants in brainstorming sessions to propose automation solutions and process improvements.
- Summarize key insights, including identified automation opportunities and areas for process redesign. Develop a prioritized list of recommended changes, supported by workflow diagrams and data quality assessments.
- Collaborate with stakeholders to design future-state processes that incorporate automation and efficiency gains.
- Create and regularly update an action list to track assigned tasks, responsible parties, deadlines, and progress. Schedule follow-up meetings to review progress, resolve issues, and adjust plans as needed.
- Set up mechanisms for ongoing feedback from participants to refine processes and sustain improvements over time. Monitor performance metrics to ensure that implemented changes deliver the expected benefits.

Deliverables: Documents high-level workflows for key customer, billing, metering, collections, and service management processes; Data quality assessment and remediation recommendations.

Phase 4 – Functional and Technical Requirements Development

Purpose: Define detailed functional, technical, and integration requirements for the new CIS.

Approach: EMA will:

- Identify key stakeholders from operations groups and IT. Develop a workshop agenda aligned with the Utility Enterprise Framework. Schedule sessions and send invitations.
- Facilitate workshops using the Utility Enterprise Framework as a guide. Capture requirements from all relevant departments. Ensure cross-functional participation and input.
- Record and organize requirements for clarity and traceability.
- Arrange joint review meetings with stakeholders. Present gathered requirements for validation. Facilitate prioritization of requirements based on business needs.
- Communicate the purpose and benefits of the requirements process to users. Provide informational sessions to promote readiness. Address concerns and feedback.
- Document validated and prioritized requirements. Track changes, ownership, and status of each requirement. Ensure alignment between requirements, objectives, and project deliverables.

Deliverables: CIS Functional and Technical Requirements Document; Requirements Traceability Matrix

Phase 5 – Market Scan and Procurement Strategy

Purpose: Evaluate the CIS marketplace and develop a procurement strategy.

Approach: EMA will:

- Confirm scope, objectives, and success criteria with County IT and key stakeholders. Establish a project timeline and assign responsibilities for each phase.
- Compile a list of available CIS products, including both SaaS and on-premises options. Gather information on each vendor's product features, scalability, reputation, and support offerings.
- Develop a comparative analysis framework to assess functionality, scalability, vendor reputation, implementation risk, and total cost of ownership.
- Explore procurement vehicles such as State Contracts and cooperative purchasing agreements. Assess the pros and cons of each procurement path, including compliance with County IT policy.
- Prepare a defensible procurement strategy outlining recommended approach, timeline, and risk mitigation steps. Align the strategy with County IT policy and budget planning requirements.
- Develop an RFP document, including business, functional, and technical requirements. Create scoring tools and evaluation criteria to ensure a transparent and objective vendor selection.
- Issue the RFP and manage communications with prospective vendors.
- Prepare Market Scan Summary, Comparative Analysis, and Procurement Strategy with leadership. Ensure documentation is consistent with County IT policy and supports budget and procurement timelines.

Deliverables: Market Scan Summary and Comparative Analysis; Procurement Strategy Memorandum; Draft CIS RFP and evaluation tools.

Phase 6 – RFP Response Review and Vendor Shortlisting

Purpose: Evaluate vendor RFP responses and facilitate the development of a defensible shortlist of vendors best suited to meet IRCDUS's business and technical requirements.

Approach: EMA will:

- Confirm the list of stakeholders who will participate in the evaluation. Distribute RFP submissions, scoring criteria, and evaluation tools to all evaluators in advance. Schedule scoring sessions and communicate logistics to all participants.
- Conduct a pre-session briefing to review the predefined scoring criteria and evaluation tools. Address questions to ensure evaluators have a consistent understanding of the process.
- Lead the scoring sessions, ensuring each vendor submission is reviewed against the criteria: Functionality, Implementation approach, Vendor experience, Scalability, Cost of ownership.
- Encourage open discussion and clarification of any evaluator concerns or questions.
- Collect individual evaluator scores and document the rationale for each score. Use evaluation tools to aggregate scores and identify areas of consensus or divergence.
- Monitor the scoring process to ensure all evaluators apply criteria consistently. Address any discrepancies or conflicts through facilitated discussion, aiming for consensus where possible.
- Lead a consensus-building session to finalize scores and agree on the top three vendors. Document the decision-making process and the reasons for shortlisting each vendor.
- Notify shortlisted vendors and schedule detailed demonstrations. Develop a plan for further analysis, including follow-up questions or requests for additional information from vendors.
- Prepare a report of the scoring process, outcomes, and next steps. Share results with stakeholders and ensure documentation is consistent with County IT policy and procurement.

Deliverables: Vendor Shortlist Report (approximately three vendors).

Phase 7 – Vendor Demonstrations and Selection

Purpose: Facilitate vendor demonstrations for the short-listed software vendors and assist with final selection.

Approach: EMA will:

- Convene a workshop with IRCDUS stakeholders to identify critical processes, use cases, and data included in the demonstration scripts. Draft demonstration scripts that require vendors to use IRCDUS sample data and business rules. Review and finalize scripts with the evaluation panel to ensure alignment with project objectives and stakeholder priorities.
- Schedule demonstration with shortlisted vendors, ensuring availability of all key evaluators and technical support. Prepare and distribute demonstration guidelines, agendas, and scripts to vendors in advance. Arrange necessary facilities, technology, and materials for demonstrations.
- Moderate each demonstration session, ensuring vendors adhere to the approved scripts. Encourage active participation and questions from evaluators to clarify solution capabilities and fit. Capture real-time feedback and observations from stakeholders during each demonstration.
- Collect evaluation forms and scoring sheets from evaluators. Aggregate scores using predefined criteria and evaluation tools to ensure consistency and objectivity. Document key strengths, weaknesses, and differentiators for each vendor based on demonstration performance.
- Organize and facilitate consensus meetings with the evaluation panel. Guide the group in identifying the preferred vendor, ensuring all perspectives are considered and any concerns are addressed. Achieve consensus, documenting the rationale for the decision.
- Prepare Vendor Evaluation Report summarizing the demonstration process, scoring results, and selection rationale.
- Notify vendors of the selection outcome and provide constructive feedback as appropriate. Coordinate with the preferred vendor to initiate contract negotiations and project kickoff planning.

Deliverables: Demonstration Scripts and Results; Vendor Evaluation Report.

Phase 8 – Contract Negotiation and Transition Planning

Purpose: Support IRCDUS through contract negotiations and transition to implementation readiness.

Approach: EMA will:

- Examine contract, identify requirements. Highlight areas related to performance, SLAs, data ownership, and integration commitments that require clarification or strengthening.
- Work with stakeholders to specify measurable performance standards and reporting requirements for the vendor. Ensure obligations are clearly articulated and include remedies for non-performance.
- Develop detailed SLAs covering system uptime, response times, support availability, and escalation procedures. Validate that SLAs are realistic, enforceable, and aligned with organizational needs.
- Ensure the contract explicitly defines data ownership, access rights, data portability, and responsibilities for data protection. Address requirements for data retention, backup, and secure data destruction at contract end.
- Specify technical requirements for integration with existing systems, including timelines, deliverables, and testing protocols. Document vendor responsibilities for supporting integration and resolving related issues.
- Organize review sessions with legal, IT, and business stakeholders to validate contract language and technical provisions. Incorporate feedback and reach consensus on all critical terms.
- Collaborate with the vendor and internal teams to outline a transition plan for implementation kickoff. Define key milestones, roles and responsibilities, communication protocols, and risk mitigation strategies.
- Maintain an action list to monitor outstanding contract issues, required revisions, and transition planning tasks. Regularly update stakeholders on progress and ensure timely resolution of all open items.
- Review the final contract to confirm all technical and operational requirements are included and enforceable. Prepare a summary of key contract provisions and transition steps for the implementation team.

Deliverables: Contract Negotiation Support; Implementation Transition Plan.

Phase 9 – Transition Planning and Organizational Readiness

Purpose: Strengthen readiness for CIS implementation through governance, training, and capability development.

Approach: EMA will apply **similar tasks to those listed in phase 8 of the UTMP section above**

Deliverables: Organizational Readiness and Training Plan; Change Management Roadmap

EMA's Integrated Approach and Results for IRCDUS

EMA's approach brings together the UTMP and CIS modernization under a unified governance structure, ensuring that people, processes, and technology are aligned to achieve IRCDUS goals.

EMA develops a phased implementation roadmap that prioritizes technology investments, outlines integration strategies, and defines clear milestones for change management, training, and adoption. Throughout the process, we emphasize transparent communication, stakeholder engagement, and continuous improvement.



BEST AND FINAL OFFER

Below please find EMA, Inc.'s Best and Final Offer for Indian River County's (IRC) RFP #2026003 Utilities Technology Master Plan and Customer Information System Consulting Services.

Table 1: EMA's Revised Price Proposal

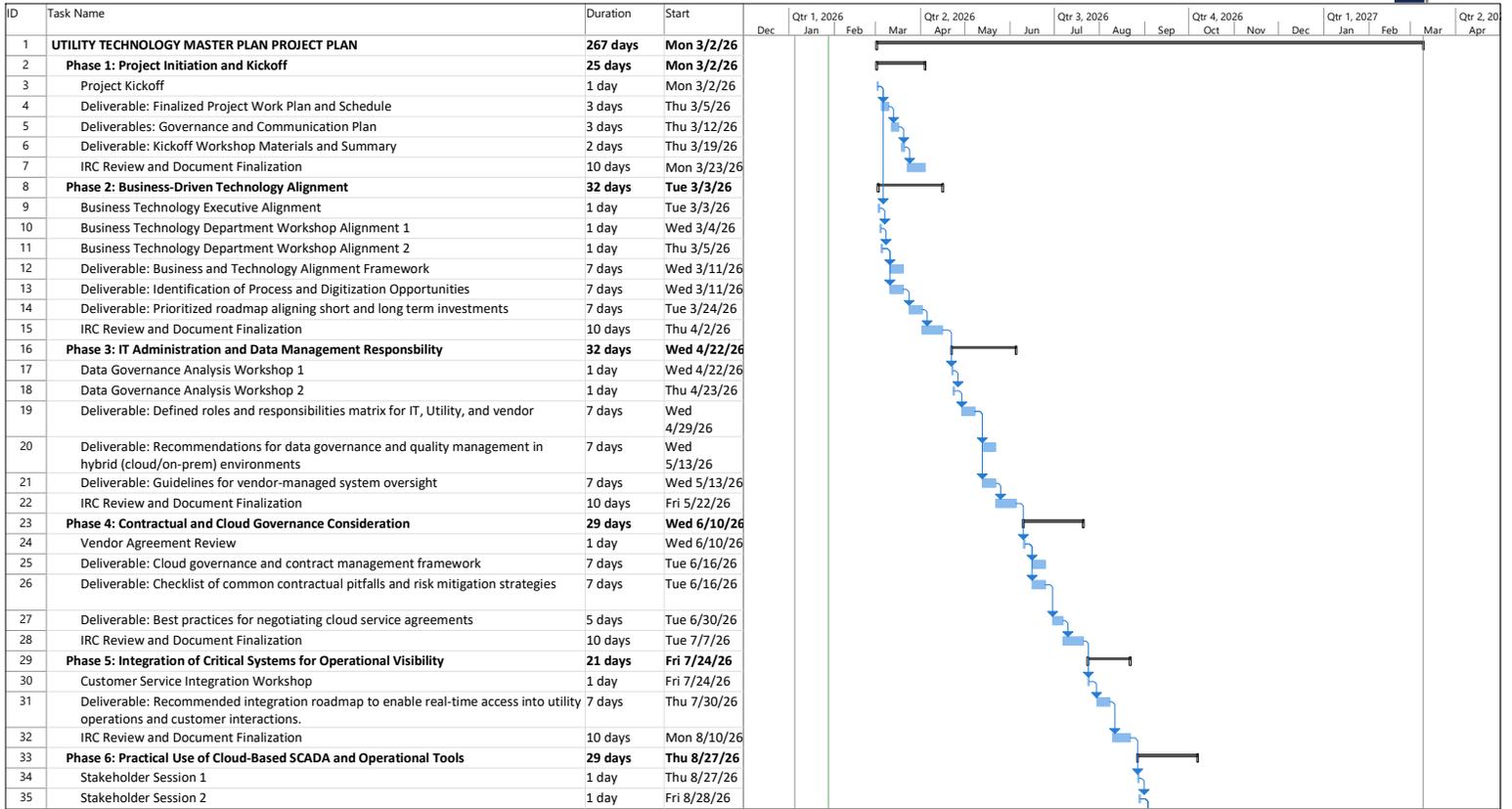
Task	Hours	Dollars
Phase 0 - Unified Project Management and Coordination	340	\$63,404
UTMP 1 - Project Initiation and Kickoff	83	\$16,789
UTMP 2 - Business-Driven Technology Alignment	172	\$46,040
UTMP 3 - IT Administration and Data Management Responsibility	80	\$19,704
UTMP 4 - Contractual and Cloud Governance Considerations	68	\$18,326
UTMP 5 - Integration of Critical Systems for Operational Visibility	46	\$10,974
UTMP 6 - Practical Use of Cloud-Based SCADA and Operational Tools	72	\$20,228
UTMP 7 - Data Usability and Reporting Flexibility	90	\$24,178
UTMP 8 - Change Readiness and System Familiarization	70	\$16,362
UTMP 9 - Resource Requirements and Implementation Planning	82	\$21,850
CIS 1 - Project Initiation and Alignment	62	\$12,168
CIS 2 - Current CIS Assessment	148	\$31,220
CIS 3 - Business Process Documentation and Data Quality Review	279	\$56,475
CIS 4 - Functional and Technical Requirements Development	301	\$60,155
CIS 5 - Market Scan and Procurement Strategy	97	\$20,237
CIS 6 - RFP Response Review and Vendor Shortlisting	96	\$20,064
CIS 7 - Vendor Demonstrations and Selection	167	\$31,105
CIS 8 - Contract Negotiation and Transition Planning	62	\$20,832
CIS 9 - Transition Planning and Organizational Readiness	44	\$8,692
Grand Total	2,359	\$518,803

Optional Offer

During our interview, we discussed IRC's desire to gain access to data analytics as soon as possible, particularly for the SCADA data set. As an optional service to our contract, EMA can provide IRC with access to our Operational Data Management System (ODMS), which resides in a SQL database and uses web services tools. This capability will give IRC early access to the data and aligns closely with the data analysis efforts outlined in the project, creating strong synergy between the two.

Exhibit 2 - Schedule

Updated Proposed Project Schedule



Project: <https://emainc4.sharep>
Date: Wed 1/28/26

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	External Milestone

